

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 23 - 2024

A RESOLUTION AUTHORIZING PALMER LAKE POLICE DEPARTMENT TO ENTER A MUTUAL AID AGREEMENT WITH COLORADO RANGERS

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, Colorado Rangers Law Enforcement Shared Reserve (the “Colorado Rangers”) is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training (“POST”);

WHEREAS, the Town of Palmer Lake Police Department seeks assistance from the Colorado Rangers for law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested; and

WHEREAS, the enclosed Mutual Aid Agreement (MAA) provides responsibilities and procedures for services to the Palmer Lake Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:

1. The Town Board of Trustees hereby authorizes Palmer Lake Police Department to sign the Mutual Aid Agreement with the Colorado Rangers, as attached hereto.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF MARCH 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

Grant Havenar
Mayor

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is entered into as of the 22TH day of March 2024 (the "Effective Date"), by and between Palmer Lake PD (the "Requestor") and the Colorado Rangers Law Enforcement Shared Reserve, an intergovernmental authority and political subdivision of the state of Colorado (the "Colorado Rangers") (each individually a "Party" and together the "Parties").

WHEREAS, the Colorado Rangers is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training ("POST") board pursuant to C.R.S. 16-2.5-102;

WHEREAS, it is in the best interest of the Requestor that it may have service of and from the Colorado Rangers to assist it in augmentation of its law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested;

WHEREAS, the Parties wish to define and clarify the roles and responsibilities of the Colorado Rangers when providing such aid as defined in this Agreement;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104; and

WHEREAS, establishment of an Agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Requestor.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the signatory parties as follows:

1. **Status & Purpose of the Colorado Rangers.** The Colorado Rangers is a political subdivision and a public corporation of the State of Colorado established pursuant to C.R.S. 29-1-203 and for purposes of this Agreement is deemed a volunteer organization as defined by C.R.S. 24-33.5-802(11). The Colorado Rangers provide assistance to law enforcement agencies throughout the state of Colorado pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104 acting in an augmentation capacity by providing volunteer, unpaid, uniformed, POST certified sworn personnel and associated resources necessary for any lawful purpose as required by the Requestor and as agreed to by the Colorado Rangers as well as assistance in regional emergencies and disasters.

2. **Types of Aid.** For purposes of this Agreement, the law enforcement aid provided by the Colorado Rangers is categorized as follows:

- a. **Emergency Aid.** Aid requested by the Requestor pursuant to C.R.S. 29-5-104 and C.R.S. 24-33.5-822 in response to an emergency situation within its jurisdiction ("Emergency Aid"). For purposes of this Agreement, the Parties agree Emergency Aid means the provision of assistance in response to large-scale or unusual threats or disasters that pose an immediate and credible risk of injury, death, or significant loss of property.

- b. Non-Emergency Aid. The Requestor may request assistance from the Colorado Rangers in response to needs for back-up or support officers that exceeds the Requestor's capacity or to provide any other law enforcement function that does not fall within the scope of Emergency Aid ("Non-Emergency Aid").

3. Officer Response. Colorado Rangers personnel responding to an approved request for aid shall report to the designated law enforcement supervisor of the Requestor. The Requestor agrees that it shall make a law enforcement supervisor available to assume direct supervision or express direction over Colorado Rangers personnel provided pursuant to this Agreement. For purposes of this Agreement, direct supervision and express direction mean:

- a. "Direct supervision" means an assignment given by a fully POST certified peace officer, which assignment is carried out in the personal presence of, or in direct radio or telephone contact with, and under the immediate control of, the fully POST certified peace officer.
- b. "Express direction" means a defined, task-specific assignment given by a fully POST certified peace officer. The fully POST certified peace officer need not be present while the Colorado Ranger personnel carries out the assignment.

4. Supervision. Upon responding to the Requestor as required by Section 3 of this Agreement, Colorado Rangers personnel are deemed to be under the direct supervision or express direction of the Requestor. The Requestor agrees that it shall assume control over and responsibility for Colorado Rangers personnel, except as provided elsewhere in this Agreement, when it requests and receives either Emergency Aid or Non-Emergency Aid.

5. Requests and Approvals: The Colorado Rangers may provide the Requestor with POST certified sworn peace officers and/or associated resources necessary to fulfill any approved request for aid under Section 5. The Requestor understands and agrees that there is no obligation whatsoever by the Colorado Rangers to provide any resources to Requestor under this Agreement.

- a. Emergency Aid. A request for Emergency Aid shall be made by the Chief/Sheriff or his/her designee of the Requestor to the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers approves the request, which shall be in his or her sole discretion, he or she shall provide resources to the Requestor to the extent he or she deems such resources are appropriate and available. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers is not immediately available to consider the Emergency Aid request, such request can be made to the Troop Commander of the Troop in whose area of responsibility the Requestor is geographically located. The Troop Commander receiving the request shall assess the request and, if approved and appropriate, provide available resources. The Troop Commander shall contact the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers as soon as possible to seek final approval of the Emergency Aid. If final approval is not granted, any resources dispatched

shall be immediately recalled. The current names, rank, phone number, email, and other contact information of each Troop Commander is set forth on Exhibit A, attached hereto which shall be updated periodically.

- b. Non-Emergency Aid. The Requestor shall provide the Troop Commander of the Troop of whose area of responsibility is geographically located, a reasonable amount of time to acquire any approvals, schedule and secure resources necessary to provide the Non-Emergency Aid to the extent approved and available by the Colorado Rangers. The Requestor acknowledges and agrees the provision of Non-Emergency Aid resources is at the sole discretion and availability of the Colorado Rangers.
- c. Talk Group Authorization. The Requestor agrees to provide or cause to be provided the necessary authorizations for the Colorado Rangers to utilize the talk groups within its jurisdiction.

6. Law Enforcement Authority of Colorado Rangers Personnel. The Requestor agrees that while on-duty in its jurisdiction that each POST certified Colorado Ranger shall have the authority granted by C.R.S. 16-2.5-101(1) and C.R.S. 16-2.5-110(1)(b). At the sole discretion of the Requestor, any Colorado Ranger who is a fully POST certified peace officer may be granted full peace officer status while on-duty in the Requestor's jurisdiction.

7. Costs; Reimbursements.

- a. The Requestor agrees to reasonably pursue third-party reimbursement for costs and expenses associated with each Emergency Aid incident occurring within its jurisdiction for which such reimbursement may be available. The Requestor agrees that upon receipt of the funds to share those funds with the Colorado Rangers in a fair and equitable manner based on the Colorado Rangers' documented time & expenses associated with the incident.
- b. For Non-Emergency Aid, The Requestor agrees to pay an annual fee, as determined by the Colorado Rangers, for access to Colorado Ranger resources. Payment of the annual fee does not guarantee that resources shall be provided to Requestor, but just that Requestor shall have access to said resources if approved and available. The Colorado Rangers shall publish the fee schedule on an annual basis (Exhibit B). Fees in excess of the annual fee may be charged to Requestor for time & expenses in excess of reasonable shifts or hours.

8. Reports and Record Keeping. If requested by the Requestor, Colorado Rangers personnel providing aid pursuant to this Agreement shall generate a supplemental report or other document in association with his or her activity and provide a copy to the Requestor, consistent with the policies and procedures of the Colorado Rangers. It shall remain the responsibility of the Colorado Rangers to act as the custodian of records for any report or document generated pursuant to this Agreement.

9. Liability.

- a. Personnel of the Colorado Rangers shall not be considered employees of the Requestor and shall not have any claim or right to compensation or pension or other benefit of employment with respect to the Requestor. The Parties agree that the Requestor shall not assume any liability for the direct payment of salary, wage, or other form of compensation to Colorado Rangers personnel.
- b. The Requestor shall be responsible for liability arising from the negligent or otherwise tortious acts of Colorado Rangers personnel providing such aid unless such liability arises from an act or omission of Colorado Rangers personnel that is: (a) contrary to or outside the scope of the direction provided by the Requestor; or (b) a willful and wanton or intentional tort. The Requestor shall not be responsible for liability arising out of any of the events described in subsections (a) and (b) of this paragraph. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. 29-5-108.

10. Insurance. During the term of this Agreement, the Colorado Rangers shall maintain the following types of insurance coverage in the amounts indicated below:

- a. Comprehensive and liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- b. Professional liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- c. Worker's compensation insurance and disability insurance of the type and in the amounts that are required by law.

11. No-Recruiting. Because of the high cost of Academy and other training for its Reserve Police Officers, Requestor agrees that it will not hire in any capacity, either as a volunteer, Reserve, or paid position, any current or former Colorado Ranger within five (5) years of the Ranger leaving service with the Colorado Rangers. If Requestor breaches this provision, Requestor shall immediately pay to the Colorado Rangers three (3) times the sum of the "Academy Expenses", plus interest, as defined and delineated in the Colorado Ranger Reserve Academy Tuition Assistance Reimbursement Agreement ("TARA") for the Ranger(s) hired by the Requestor, regardless of whether said Ranger(s) has fulfilled his/her obligations under said Agreement. To the extent a Colorado Ranger is hired by Requestor who did not receive his/her training pursuant to the TARA, Requestor shall pay three (3) times the current TARA Academy Expenses rate in effect at the time of the hiring.

12. Termination. This Agreement may be terminated by either Party, without cause, upon thirty (30) days prior written notice to the other. This Agreement may be terminated immediately for cause; “for cause” being defined as:

- a. Failure by Requestor to secure approval for the use of Colorado Rangers or to have signed any proper documentation;
- b. A dispute arising between the parties that is not readily resolved;
- c. Failure to timely reimburse and pay for the services of the Colorado Rangers on an annual basis pursuant to Section 7(b);
- d. Any action taken by the Colorado Rangers outside the prescribed scope of this request;
- e. An improper conduct taken by either party that places the other part at risk of imminent or immediate danger;
- f. Engaging in any conduct that demonstrates a willful disregard for the other party under the laws of Colorado.

13. Amendments. This Agreement may be amended only in writing duly executed by each and all of the Parties to this Agreement.

14. Successors and Assigns. The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the Parties to this Agreement.

15. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms of this Agreement, and all the rights of action relating to this Agreement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement. It is the express intent of the Parties that any person or entity other than the named Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. Assignments. The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the Parties hereto without the prior written consent of each and all of the Parties to this Agreement.

17. Integration. This Agreement represents the entire, integrated Agreement among the Parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or Agreements respecting those matters, either written or oral.

18. Other Agreements. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid Agreement that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid Agreement, the terms of the more specific Agreement shall control.

19. Severability. The invalidation of any provision of this Agreement shall not affect the validity of the remainder of this Agreement.

20. **Governmental Immunity.** The Parties and their officers, employees, agents, directors, and attorneys are relying on and do not waive by any provision of this Agreement the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

21. **Execution.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document.

REQUESTOR: Palmer Lake PD

By: _____

Title: _____

Date: _____

COLORADO RANGERS

By: _____

Title: Colonel Ronald Abramson
Chief, Colorado Rangers

Date: _____

Exhibit A: Colorado Rangers Troop Commanders

All Hazards Homeland Security Region	Section	Name	Rank	Phone	Email
<ul style="list-style-type: none"> • North Central Region (specifically the counties of Adams, Boulder, & Broomfield) • Northeast Region • Northwest Region (specifically the counties of Grand & Jackson) 	Troop H	John Snider	Captain	303.503.5419	John.Snider@ColoradoRangers.org
<ul style="list-style-type: none"> • South Central Region • South Region • Southeast Region • San Luis Region • Southwest Region 	Troop I	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
<ul style="list-style-type: none"> • North Central Region (specifically the counties of Arapahoe, Clear Creek, Denver, Douglas, Elbert, Gilpin, & Jefferson) • Northwest Region (specifically the counties of Eagle, Garfield, Mesa, Moffat, Pitkin, Rio Blanco, Routt, & Summit) • West Region 	Troop K	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
Statewide	Administrative Section	Aaron Ruffalo	Captain	719.464.9177	Aaron.Ruffalo@ColoradoRangers.org
Statewide	Operations Division	Michael Morgan	Division Chief	303.929.5860	Michael.Morgan@ColoradoRangers.org
Statewide	Emergency Manager	Chad Clifford	Ranger	720.949.4593	Chad.Clifford@coloradorangers.org
	Ranger Duty Line			303.502.2671	

EXHIBIT B: FEE SCHEDULE

Effective January 1, 2024:

Fees are due January by January 30 or within 30 days of signing if executed after January 1. Rates will remain in effect beyond the 2024 calendar year unless a new exhibit is executed. Fee changes for new calendar years will be sent to agencies by September 1 of each year.

Response Plans (Select only One):

Disaster Response Plan: \$2,500 Retainer Annually

Preparedness Planning – Includes 10 initial response shifts for expanding events that may become declared disasters. Additional Shifts billed at \$65.00/hr. No additional fees for planning, exercises, or consultation for Emergency Operations Plans.

*Once a State or Federal Disaster is declared all fees are governed by *Standard Fee Schedule for Reimbursable Expenses During Declared Disasters* if FEMA / DHSEM Reimbursement is expected.

Urgent Response Plan: \$3,500 Retainer Annually

Personnel Emergencies & Preparedness Planning – Includes 14 shifts for initial response for staffing needs regardless of nature of emergency (ie. Unexpected events such as civil disturbances, crime scene support, prisoner protection, etc.) Additional Shifts billed at \$350 per duty shift (maximum of 10 hours).

Scheduled Response Plan: \$6,000 Retainer Annually

Personnel Staffing for scheduled shifts and events. Includes 18 duty shifts (maximum 10 hours each) for planned or emergency events. Additional shifts billed at \$300 per duty shift. Covers scheduled shifts for events (concerts, parades, etc.), scheduled patrol shifts, can be used for any duty appropriate for Law Enforcement.

Additional Shifts and Special Services:

Agencies requiring ongoing additional shift commitments or coverage for special needs, a supplemental Exhibit B will be provided and signed by both parties after a review of the commitment by both agencies. Colorado Rangers can maintain staffing and training for ongoing personnel needs. Any agency requiring CAD interfacing or special officer requirements is considered special services. All staffing (other than emergencies) requires advanced notice for scheduling and planning.

Fees during Declared Disaster Events shall be governed by the Colorado Rangers Standard Fee Schedule for Reimbursable Expenses During Declared Disasters and do not count for or against the standard shift count included in this agreement once a disaster is declared if the agency is participating in FEMA/DHSEM reimbursement.

Send payment of fees to:
Colorado Rangers
P.O. Box 671
Fort Lupton, CO 80621