

TOWN OF MORRISON, COLORADO

NOTICE OF SPECIAL BOARD OF TRUSTEES MEETING

PUBLIC NOTICE IS HEREBY GIVEN of a special meeting of the Town of Morrison Board of Trustees at the following date, time and place:

**4:30 PM, JULY 13, 2010
TO BE CONDUCTED BY ZOOM AS PERMITTED
By CRS 24-6-402(1)(b)
THIS MEETING WILL BE ELECTRONIC ONLY
THE TOWN HALL WILL NOT BE OPEN**

**Please join the public portion of the meeting by using your phone, or
Attend by zoom: Kara Winters is inviting you to a scheduled Zoom meeting.**

**Topic: Special Board Meeting
Time: Jul 13, 2021 04:30 PM Mountain Time (US and Canada)**

**Join Zoom Meeting
<https://us02web.zoom.us/j/84522918588?pwd=ZVlyOGt1U1ZLbmY1WjRnZXRJRHZUZz09>**

**Meeting ID: 845 2291 8588
Passcode: 692763**

**Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 845 2291 8588
Passcode: 692763**

Persons who choose to call in are asked to mute their telephones and computers and turn down radios, televisions, etc., so as not to disturb the conduct of the meeting.

The meeting has been requested by the Town Manager pursuant to Charter Section 3.2. Actual notice has been provided to each Board member of the date time and place of the special meeting. The agenda for the meeting includes:

Call to Order

Roll Call: Town Clerk to call the roll of Board Members. Upon the advice of the Town Attorney, Board Members shall attend by telephone.

- Mayor: Sean Forey
- Trustees: Matt Schweich
Jennifer singer
David Wirtz
Paul Sutton
Katie Gill
Debora Jerome

Action Items: Mutual Aid agreement with Colorado Rangers Law Enforcement Shared Reserve

2. ADJOURNMENT

GIVEN AND POSTED in the office of the Police Administrative Assistant this 12th day of July, 2021.

Kara Winters

Posted in a public place within the Town and on the Town's website, on July 12, 2021, in accordance with Charter Section 3.2.

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”) is entered into as of the _____ day of July, 2021 (the “Effective Date”), by and between **Morrison 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 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).

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. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.*

20. 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: Morrison PD

By: _____

Title: _____

Date: _____

COLORADO RANGERS

By: _____

Title: Colonel Ronald Abramson
Chief, Colorado Rangers

Date: _____

Exhibit A: Colorado Rangers Troop Commanders

| <u>All Hazards Homeland Security Region</u> | <u>Troop</u> | <u>Name</u> | <u>Rank</u> | <u>Phone</u> | <u>Email</u> |
|--|---------------------|--------------------|--------------------|---------------------|--------------------------------------|
| <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) | H | Idilio Moncivais | Captain | 303.999.0001 | Idilio.Moncivais@ColoradoRangers.org |
| <ul style="list-style-type: none"> • South Central Region • South Region • Southeast Region • San Luis Region • Southwest Region | 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 | K | Nick Voth | Captain | 303.884.7929 | Nick.Voth@ColoradoRangers.org |
| N/A | Operations Division | Michael Morgan | Division Chief | 303.929.5860 | Michael.Morgan@ColoradoRangers.org |
| N/A | Support Division | Robert Gray | Division Chief | 303.883.7049 | Robert.Gray@ColoradoRangers.org |
| N/A | Ranger Duty Line | | | 303.502.2671 | |

EXHIBIT B: FEE SCHEDULE

July ____, 2021 – December 31, 2021:

\$ 3,900.00

Send payment of fees to:

Colorado Rangers
PO Box 671
FT Lupton, CO 80621