

Law Enforcement and Emergency Services Agreement

This Law Enforcement and Emergency Services Agreement (“Agreement”) is entered into by the Hinsdale County Board of County Commissioners (“Hinsdale County”), the Hinsdale County Sheriff’s Office (“HCSO”), the Archuleta County Board of County Commissioners (“Archuleta County”) and the Archuleta County Sheriff’s Office (“ACSO”) (collectively as “Parties” or individually as “Party”), and is effective upon the last date set forth in the signature block.

WHEREAS, pursuant to C.R.S. §25-3.5-101, *et seq.*, the Colorado General Assembly has declared that it is in the public interest to provide available, coordinated, and quality emergency law enforcement and other emergency services, and;

WHEREAS, pursuant to C.R.S. §29-1-201, *et seq.*, the Board of County Commissioners of each County has the authority to act cooperatively and enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties mutually agree as follows:

1. Purpose

1.1. The Parties to this Agreement each maintain that mutual aid benefits agencies and the communities they serve. The Parties have determined that it is in the best interests of each Party and of the residents within the jurisdiction of each Party to mutually assist each other, when necessary, by providing additional materials, facilities, other equipment, and personnel. The Parties desire to establish mutual aid and assistance by this Agreement pursuant to the terms and conditions set forth herein and in compliance with C.R.S. § 29-5-101 to 29-5-111 *et seq.*, which outlines mutual aid between law enforcement agencies.

2. Definitions

2.1. “Emergency Services” shall be defined as any health, safety or life threatening situation that requires an immediate response by law enforcement, search and rescue, medical, or other emergency personnel, including initial attack wildland firefighting on unincorporated property of Hinsdale County only as set forth in greater detail below in the Scope of Services. *Specifically excluded* from this Agreement are law enforcement patrols, cold report responses, follow-up criminal investigations, or calls for assistance not requiring an immediate response.

2.2. “Expenses” shall be defined as all direct expenses and costs incurred while providing Emergency Services pursuant to this Agreement, including but not limited to personnel, equipment, mileage, prisoner housing and actual prisoner medical treatment.

3. Scope of Services

3.1. The ACSO will provide Emergency Services to Hinsdale County as set forth in the Agreement. Any personnel providing any such services shall be state certified.

- 3.2. The portion of Hinsdale County that will be serviced under this Agreement by ACSO is that portion of Hinsdale County lying south and west of Wolf Creek Pass, and the Continental Divide.
- 3.3. The ACSO will immediately notify the HCSO of any emergency in the above-described portion of Hinsdale County.
- 3.4. The ACSO will use its best efforts to respond to any requests by the HCSO for Emergency Services under this Agreement. In the event that any request by a third party to the ACSO for Emergency Services under the Agreement is denied, the ACSO shall immediately advise HCSO of such third party request.
- 3.5. The Parties agree that the ACSO shall provide to the HCSO, a written report detailing the emergency response and any services provided, within a reasonable period of time. Copies of all official records and reports, particularly those involving arrest, shall also be provided to the HCSO.
- 3.6. The ACSO will provide suppression or other support and resource assistance for initial attack wildland firefighting on unincorporated property of Hinsdale County, west and south of the Continental Divide. The ACSO will provide incident command of the initial event until such time as the jurisdictional authority assumes control of the incident. Resources will be ordered by the ACSO as per the Archuleta County Annual Operating Plan procedures through the Durango Interagency Dispatch.

The jurisdictional authority will provide a response within 6 hours of the initial report or as soon after the beginning of the next operational period as practical. The Mutual Aid period for unbilled resources expires at midnight of the first operational period. All subsequent resources will be billed as per the Colorado Resource Rate Form (CRRF) document.

4. Costs and Expenses

- 4.1. The Parties agree that any and all Expenses incurred by Archuleta County or the ACSO while performing a service that qualifies as an emergency under the Agreement, so long as the service does not exceed one thousand dollars (\$1,000.00), will be fully reimbursed by Hinsdale County within forty-five (45) days of invoice, as set out in Archuleta County's periodically published standard rates. Any search and rescue reimbursement payable by the state shall be paid to Hinsdale County.
- 4.2. The Parties agree that the HCSO, a member of the Board of County Commissioners of Hinsdale County or the Hinsdale County Administrator, must approve any Emergency Services expense that initially exceeds one thousand dollars (\$1,000.00). When the expense of any Emergency Services provided by the ACSO (including hired helicopters) exceeds three thousand dollars (\$3,000.00) in any one calendar year, the Hinsdale County Board of County Commissioners must approve any excess.

5. Insurance

- 5.1. Hinsdale County and Archuleta County shall maintain their County Technical Services, Inc. liability insurance or some other equivalent liability insurance for their respective officials and employees that operate and perform under this Agreement. Archuleta County shall also maintain liability insurance on its vehicles.
- 5.2. Hinsdale County and Archuleta County shall maintain their County Technical Services, Inc. workers' compensation insurance or some other equivalent workers' compensation insurance for their respective officials and employees that operate and perform under this Agreement.

6. Liability

- 6.1. Hinsdale County shall be responsible for any loss or damages suffered by the ACSO or Archuleta County which arise out of or result directly from the decisions and actions of Hinsdale County, the HCSO, its officials and employees; provided however, Hinsdale County or the HCSO shall not be responsible for any loss or damages which arise out of or result directly from Archuleta County or the ACSO, its officials or employees, negligence or other fault. Hinsdale County hereby agrees to defend, indemnify and hold Archuleta County and the ACSO, its officials and employees harmless from and against all liability, claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent or willful act or omission of Hinsdale County or HCSO officials and employees in the discharge of or the failure to discharge Hinsdale County's obligations under this Agreement. Hinsdale County shall investigate, handle, respond to and provide defense for and defend against any such liability, claims and demands.
- 6.2. Archuleta County shall be responsible for any loss or damages suffered by the HCSO or Hinsdale County which arise out of or result directly from the decisions and actions of Archuleta County, the ACSO or its officials and employees; provided however, Archuleta County or the ACSO shall not be responsible for any loss or damages which arise out of or result directly from Hinsdale County, the HCSO or its officials or employees negligence or other fault. Archuleta County hereby agrees to defend, indemnify and hold Hinsdale County, the HCSO and its officials and employees harmless from and against all liability, claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent or willful act or omission of Archuleta County or ACSO officials and employees in the discharge of or the failure to discharge Archuleta County's obligations under this Agreement. Archuleta County shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands.
- 6.3. No Waiver of Governmental Immunity Act: The Parties hereto understand and agree that Hinsdale County, Archuleta County, the ACSO, and the HCSO, its commissioners, elected officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other

rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

7. Term of the Agreement

7.1. This Agreement is effective upon the last date it is executed by the Parties, and shall remain in effect until terminated by either Party via fourteen (14) days advance written notice.

8. General Provisions

8.1. Assignability: This Agreement shall not be assigned by either Party without the other Party's prior written consent.

8.2. Governing Law; Venue: The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. The Parties expressly waive the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

8.3. Appropriation of Public Funds: Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the Hinsdale and Archuleta Counties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

8.4. No Third Party Beneficiaries: Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.

8.5. Modification: Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.

8.6. Severability: To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

8.7. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by any Party shall be binding as if they were original signatures.

- 8.8. Waiver: The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by any Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- 8.9. Entire Contract: This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

ARCHULETA COUNTY:

Attest:

BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY, COLORADO

Kristy Archuleta, County Clerk

(Affix County Seal)

By: _____
Chair

Date: _____

ARCHULETA COUNTY SHERIFF'S OFFICE

By: 
Mike Le Roux, Archuleta County Sheriff

Date: 3/14/2023

HINSDALE COUNTY:

Attest:

BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY, COLORADO

Joan Roberts, County Clerk

(Affix County Seal)

By: _____
Chair

Date: _____

HINSDALE COUNTY SHERIFF'S OFFICE

By: _____
Chris Kambish, Hinsdale County Sheriff

Date: _____