

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CAÑON CITY, FREMONT COUNTY, AND THE FREMONT COUNTY  
SHERIFF REGARDING COOPERATIVE LAW ENFORCEMENT ACTIVITIES  
("MUTUAL AID")**

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, 20 \_\_, ("Effective Date") by and between the City of Cañon City, (hereinafter, "City"), Fremont County, (hereinafter, "County"), and the Fremont County Sheriff's Office ("hereinafter, "FCSO"), (each a "Party" and together referred to herein as the "Parties");

**WHEREAS**, the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., establish means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities;

**WHEREAS**, the City of Cañon City Police Department ("CCPD") has the ability to assist the FCSO with certain law enforcement services, and the FCSO has the ability to assist the CCPD with certain law enforcement services;

**WHEREAS**, there are certain roads and areas located within the areas of the County that are not currently annexed into or located within the City or any other incorporated municipality with law enforcement services (the "Mutual Aid Areas");

**WHEREAS**, from time to time the FCSO is in need of law enforcement services in areas within the Mutual Aid area, and use of the City's training facilities or equipment;

**WHEREAS**, the County and City desire to authorize the CCPD to provide law enforcement services within the Mutual Aid Areas as well as law enforcement training services;

**WHEREAS**, from time to time, the CCPD is in need of law enforcement services support in areas within the City's boundaries; and

**WHEREAS**, the County and the City desire to enter into this IGA regarding the CCPD's performance of law enforcement services within the Mutual Aid Areas and the FCSO's performance of law enforcement services within the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

**1. RECITALS.**

The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgements of the parties.

**2. AUTHORITY TO PROVIDE LAW ENFORCEMENT SERVICES.**

Without limiting the general duties and jurisdiction of the FCSO in any way, the County and the City hereby authorize the CCPD to provide law enforcement services within the Mutual Aid Areas. Such law enforcement services may include without limitation those powers, duties, and functions of the CCPD as more particularly described in this Agreement as well as those authorized under Colorado law and the Cañon City Municipal Code.

**3. CAÑON CITY POLICE DEPARTMENT TO ASSIST.**

The CCPD shall assist the FCSO when requested and available, including giving investigative assistance during a major incident where FCSO resources are not readily able or available to achieve a successful resolution without additional assistance. The CCPD shall provide back-up to the FCSO when requested and available. Only under emergency circumstances requiring an immediate law enforcement response to preserve life, property, or public order, when no FCSO deputies are available and after agreement between the CCPD and the FCSO supervisory staff shall a CCPD Police Officer or employee work a call outside of the City boundaries. In the event that a CCPD Police Officer or employee does take action, the CCPD shall provide the FCSO with a report of what occurred if requested by FCSO, via the CCPD records department. At the discretion of the CCPD, the CCPD may lend to the FCSO these certain CCPD Officers or employees to FCSO for the purpose of training FCSO Deputies or employees.

**4. CAÑON CITY POLICE DEPARTMENT - TRAFFIC CITATIONS.**

CCPD Police Officers are authorized to issue citations for all types of traffic offenses within the Mutual Aid Areas. Citations issued outside of the City boundaries shall be issued in Fremont County Court and may cite either the Model Traffic Code, adopted by Fremont County or Colorado Revised Statutes.

**5. CAÑON CITY POLICE DEPARTMENT EQUIPMENT.**

The FCSO deputies shall be allowed to use the City's training facilities, and other equipment provided that the CCPD Chief or the City Administrator or their designee has provided prior written authorization for said use.

**6. FREMONT COUNTY SHERIFF'S OFFICE TO ASSIST.**

The FCSO shall assist the CCPD when requested, including without limitation giving investigative assistance during a major incident where CCPD resources are not readily able or available to achieve a successful resolution without additional assistance. In addition, the FCSO may provide patrol services, in emergency circumstances requiring an immediate law enforcement response to preserve life, property, or public order, when no CCPD Police Officers are available. In the event a FCSO Deputy does take action, the FCSO shall provide the CCPD with a report of what occurred if requested by CCPD, via the FCSO records department. At the discretion of FCSO, the FCSO may lend to the CCPD certain FCSO Deputies for the purpose of training CCPD Officers.

**7. NO OBLIGATION.**

Nothing herein obligates, nor shall be construed to obligate, the City to provide law enforcement protection services within the Mutual Aid Areas, or the County to provide law enforcement protection, investigative or animal control services within the City.

**8. PERSONNEL.**

A. The assisting Party shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and may be obligated to disclose the qualification(s) and training level of personnel identified to provide assistance.

B. Whenever the employees of a Party are rendering aid outside the area of their normal jurisdiction as an assisting Party pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the Party regardless of where serving.

C. Workers compensation coverage shall be as governed by C.R.S § 29-5-109. Each Party waives the right to sue the other Party for any worker's compensation benefits paid to its own employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees or volunteers.

D. The requesting party shall be responsible for liability arising from the negligent or otherwise tortious acts of the assisting party unless such liability arises from an act or omission of assisting party personnel that is: (a) contrary to or outside the scope of the direction provided by the requesting party; or (b) a willful and wanton or intentional tort. The requesting party shall not be responsible for liability arising out of (a) or (b), set out herein. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. 29-5-108.

E. Employees of a Party shall, at all times while providing assistance, continue to be employees of said Party and shall not be deemed employees of the other Party for any purpose. Wages, hours, and other terms and conditions of employment of each Party shall remain applicable to all of its employees who provide assistance. Each Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation.

**8. WAIVER.**

A. Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from any other Party.

B. Each Party waives all claims and causes of action against all of the other Parties for compensation, damages, personal injury, or death occurring as a consequence, direct or indirect, of the performance of this Agreement.

C. Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 *et*

*seq.*, C.R.S., as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.

**9. PARTICIPATION.**

Participation in this Agreement is voluntary. No Party shall be liable to the other Party, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except as to make payment if applicable.

**10. TERM OF AGREEMENT AND TERMINATION.**

This Agreement shall continue indefinitely from the Effective Date, unless terminated by either Party with thirty (30) days written prior notice to other Party.

**11. NOTICE**

Any and all notice shall be given, in writing, at the following addresses:

**To Cañon City:**

City of Cañon City, City Administrator  
128 Main St  
Cañon City, CO 81212

Copy to:

Hoffmann, Parker, Wilson & Carberry, P.C.  
Attn: Corey Hoffmann  
511 16<sup>th</sup> Street, Suite 610  
Denver, CO 80202

Copy to:

Chief of Police  
Cañon City Police Department  
161 Justice Center Rd  
Cañon City, CO 81212

**To Fremont County**

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\_\_\_\_\_  
\_\_\_\_\_

**To Fremont County Sheriff's Office**

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**14. COMPLIANCE WITH ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION**

Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law. Failure of a Party to make appropriation of amounts required in any future fiscal year, if not promptly cured, shall result in termination of this Agreement.

**15. APPLICABLE LAW**

The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Fremont County District Court in the State of Colorado and under the laws of the State of Colorado.

The Parties acknowledge that this Agreement has been drafted with the input from all Parties and therefore, shall not under any circumstances be construed against any Party as the drafter of the document.

**16. SEVERABILITY**

Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provisions, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that shall achieve the original intent of the Parties hereunder.

**17. AMENDMENT**

This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

**18. ASSIGNABILITY**

This Agreement may not be assigned by either Party.

**19. HEADINGS FOR CONVENIENCE**

Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

**20. NON-WAIVER**

The Parties shall not be excused from complying with any provisions of this Agreement by the failure or delay of any Party to insist upon or seek compliance with such provisions.

**21. THIRD PARTY BENEFICIARIES.**

The Parties do not intend by the Agreement to assume any contractual obligations to anyone other than the Parties and do not intend that there be any third-party beneficiary to this Agreement.

**22. ENTIRE AGREEMENT.**

This IGA constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings.

**23. NO PARTNERSHIP.**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of or as an agent for or to otherwise bind the other Party.

**24. EXECUTION.**

This Agreement may be executed in counterparts.

**THEREFORE, IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year first above written.

**CITY OF CAÑON CITY, COLORADO**

\_\_\_\_\_  
Ashley Smith, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Foster Owens, City Clerk

**FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS:**

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**FREMONT COUNTY SHERIFF'S OFFICE**

*Allan Cooper, Sheriff*