



**MUTUAL AID AGREEMENT CONCERNING LAW ENFORCEMENT  
COVERAGE FOR MUD LAKE OPEN SPACE PROPERTY**

**THIS AGREEMENT**, dated this 6<sup>th</sup> day of July, 2004, is by and between the following:

Boulder County Sheriff's Office

Town of Nederland Town Marshal

**WHEREAS**, Sections 29-1-203 and 30-11-410, C.R.S. permit municipal and county governments to enter into cooperative agreements for the provision of services by the other agency; and

**WHEREAS**, each of the parties provides law enforcement services within its area of geographic responsibility; and

**WHEREAS**, the Mud Lake Open Space Property is close to the Town limits of the Town of Nederland; and

**WHEREAS**, each of the parties has on staff law enforcement officers trained to respond to incidents; and

**WHEREAS**, each party also recognizes the utility and advantage of mutual aid agreements addressing certain law enforcement functions.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises hereinbelow contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Terms and Conditions:**

It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and, except as set forth herein, this Agreement does not authorize any Party (or the employee of any Party) to act for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being to provide sufficient coverage for certain law enforcement services for the Mud Lake Open Space Property in the County of Boulder.



This Agreement will operate as follows:

a. The Nederland Town Marshal is responsible for responding to incidents in the Town of Nederland. The Boulder County Sheriff's Office is responsible for responding to incidents in the unincorporated areas of Boulder County.

b. The Nederland Town Marshal is authorized to provide law enforcement services, including enforcement of Boulder County Parks and Open Space regulations, for the Mud Lake Open Space property. Nothing in this agreement should be construed to limit or otherwise affect the law enforcement authority of the Boulder County Sheriff and/or the Boulder County Parks and Open Space Rangers.

c. No individual employee of another law enforcement agency is authorized to perform the functions of the Nederland Town Marshal, the Sheriff and/or the Boulder County Sheriff's Office absent a specific request to do so.

**2. Term and Termination.**

This Agreement shall be effective as of the date first-above written and shall continue in effect indefinitely. Any party to this Agreement may terminate its involvement at any time after serving fifteen (15) days advance written notice to the other party.

**3. Relationship of Parties.**

The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Officers assigned under this mutual aid agreement shall be considered and shall remain employees of their respective law enforcement agencies at all times and for all purposes under this Agreement.

**4. Colorado Governmental Immunity Act.**

No party shall be liable under this Agreement for the actions of the other's employees and agents. By agreeing to this provision, the Parties do not waive or intend to waive, the limitations on liability which are provided to Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The provisions of § 29-5-108, C.R.S., shall not apply to activities conducted pursuant to this Agreement.

**5. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, 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 third party on such Agreement. It is the express intention of Parties that any person other than Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.



**6. No Assignment.**

Each party covenants and agrees that it will not assign this Agreement or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of all other parties first having been obtained.

**7. Fund Availability.**

Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**8. Governing Law.**

The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement.

**9. Paragraph Captions.**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**10. Entire Agreement.**

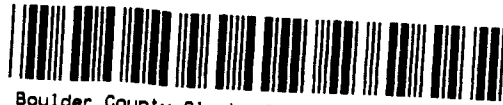
This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, which shall be effective upon the date first above written.

AUTHORIZATION:

Sheriff  
Boulder County Sheriff's Office

Town Marshal  
Town of Nederland



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07/13/2004 08:59A  
D 0.00

Boulder County Clerk, CO AG

R 0.00

APPROVAL:

*[Handwritten Signature]*  
Chair

7/6/04

Board of County Commissioners  
Boulder County

APPROVAL:

*[Handwritten Signature]*  
Mayor, Town of Nederland

Attest:

*[Handwritten Signature]*  
Town of Nederland Clerk



APPROVED AS TO FORM:

*[Handwritten Signature]*  
Scott P. Krob, Town Attorney