

**MEMORANDUM OF UNDERSTANDING
BETWEEN EL PASO COUNTY SHERIFF'S OFFICE
AND PALMER LAKE PD**

I. Parties

This Memorandum of Understanding (MOU) was made and entered into by and between the El Paso County Office of the Sheriff (EPSO) and the Palmer Lake Police Department (PLPD). EPSO and PLPD shall, collectively, be referred to herein as the "Parties".

II. Purpose

The parties recognize the value of interagency coordination and cooperation, as well as the necessity to collaborate on services rendered to the victims of crime mandated by the Colorado Victim Rights Act, C.R.S. 24-4.01-301, et seq. (VRA). This MOU shall serve to further coordinate between the Parties and to define what Services are available with PLPD request those Services from EPSO.

III. Effective Date and Duration

This MOU shall be effective from the date it is fully executed by both Parties and shall remain in effect through 2026. The duration of this MOU may be extended to 2030, through a written addendum signed by the Parties.

Either party may terminate this MOU by providing 90 days written notice to the other party. Effective notice from PLPD to EPSO shall be sent via email, with the receipt acknowledged by EPSO, or via mail to:

**Bureau Chief Andy James. Investigations and Patrol
andyjames@elpasoco.com
27 East Vermijo Ave.
Colorado Springs, CO. 80903**

Should EPSO desire to terminate this MOU with PLPD, effective written notice shall be provided to the Chief of PLPD.

IV. Agreement to Provide Services

EPSO, when possible and practical, will provide Services when requested to do so by PLPD pursuant to the Conditions and Procedures set forth in Article V. of this MOU, below.

V. Conditions and Procedures

As guidance for the working relationship between the Parties, the following conditions and procedures shall apply:

- A. A request for victim assistance training, under the terms of this MOU, shall be made by the Palmer Lake Chief of Police or designee to the EPSO Victim Assistance Program (Program) Supervisor or designee.

- B. A request for victim assistance services, under the terms of this MOU, shall be made by PLPD to the EPSO communications center or designee. When a request for victim assistance services is made, the Program will assume the responsibility for providing the necessary information to the victim in accordance with the VRA. PLPD will be kept informed as to the status of the victim assistance services rendered and will assist in the furtherance of those services. The following victim assistance services shall be provided:
 1. EPSO will conduct crime victim rights training for all staff, sworn and civilian, of PLPD. The training will be conducted by the Program supervisor and/or advocate. The training shall be Colorado Peace Officer Standards and Training (POST) certified, with all training materials provided by EPSO.
 2. Program staff paid and/or volunteer, shall respond to crime victims who meet the criteria under the VRA, as well as those needing assistance in person under the circumstances of homicide, human trafficking (sex and labor), adult sex assault, felony DV, Officer-involved shootings and aggravating robbery. Advocates will respond 24 hours a day, seven days a week to crime scenes, hospitals, or other appropriate locations to provide crisis intervention, information, and referrals. The EPSO Victim Assistance Supervisor or designee may make the decision that the scene is not safe for advocates to respond, in which case advocates may meet with victims at PLPD headquarters or other designated locations and times. In addition, appropriate resources and information shall be mailed to victims, and follow-ups shall occur to ensure victims receive proper assistance. Assistance given will be in accordance with EPSO Policy and Procedures, EPSO Investigations Division Victim Assistance Program Standard Operation Procedures, and the Colorado Victim Rights Act.
 3. Program staff shall work in conjunction with PLPD to train personnel and establish call-out guidelines. The Program supervisor and/or victim advocate shall be available via pager through the EPSO Communications Center at (719) 390-5555 to discuss any protocol or response issues.
 4. The Program shall provide PLPD with crime victim information brochures and related information, as well as any forms to be used by PLPD created by the Program.
 5. When a PLPD officer responds to a crime scene or other location and engages with a crime victim, the officer shall complete the VRA brochure and provide the brochure to the victim regardless of the advocate's response. The following sections on the VRA brochure must be completed before being provided to the victim: Deputy Name, Deputy Phone Number, Date, Case Report Number, Case Title/Offenses, and the deputy will mark the PLPD agency block. The on-scene primary PLPD Officer will build a case report in the designated LE Agency Reporting System and input, at minimum, the information for ALL victims

involved and ALL offenses charged. This information must be entered before the end of the shift, regardless of the advocate's response.

6. EPSO Program advocates will contact victims by phone within 72 hours of the crime being reported to law enforcement, as well as send correspondence with VRA information in accordance with C.R.S. 24-4.1-303. The information necessary to complete the appropriate contact shall be obtained from the Victim and Title/Offenses tabs in the appropriate LE agency Reporting System.
7. The correspondence from EPSO Program shall explain the victim's rights as stated in the VRA and shall include a crime victim information brochure, contact information for the Program, and a survey of the Program.
8. To comply with C.R.S. 24.4.1-303(1), PLPD will make available to EPSO a daily case report log and access to the LE agency Reporting System and any other crime victim rights information turned in by PLPD officers can be compared with case reports filed.
9. The Program Supervisor, paid victim advocates, and/or specially trained volunteer advocates will be available to PLPD employees and their families after critical incidents involving officer-involved shootings, line-of-duty injury, or line-of-duty death if requested. Resources through the Program may be utilized to provide crisis intervention, stress management, and aftercare to PLPD employees and/or their families.
10. PLPD will provide access badges for the appropriate areas and buildings to all EPSO Victim Assistance Program Employees in order to facilitate communications, meetings, training, and any other activity related to operational needs and to fulfill all Law Enforcements Responsibilities under C.R.S. 24.4.1-303(1).
11. EPSO Program will provide PLPD with a statistical summary of Program activity pretraining the Town of Palmer Lake upon request. That summary may include:
 - Number of callouts within PLPD jurisdiction.
 - Number of hours spent by the EPSO Program responding to callouts.
 - Number of victims contacted by EPSO Program.
 - Number of surveys received from victims concerning noncompliance with C.R.S. 24-4.1-302.5

VI. Operational Expenses

Each Party shall always be responsible for its own costs incurred in the performance of this MOU and, except as may otherwise be set forth in this MOU, or agreed upon by the Parties, shall not receive any reimbursement from the other Party to this MOU. EPSO encourages the other party to request assistance/service when necessary Financial costs should not be a barrier to requesting assistance from EPSO.

VII. Compensation

Neither Party to this MOU shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered.

VIII. Individual Agency Responsibility

Nothing in this MOU shall be construed to place the personnel of any Party under the control or employment of the other Party. Each Party remains responsible for all pay (to include overtime pay), entitlement, employment decisions, and worker's compensation liabilities for its own personnel. Nothing in this MOU is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. 24-10-101, *et. seq.* (CGIA).

IX. Assignment

Neither Party to this MOU shall assign or otherwise transfer this MOU or any right or obligation here without the prior written consent of the other Party.

X. Jurisdiction

This MOU is subject to and shall be interpreted under the laws of the State of Colorado and jurisdiction shall exclusively rest in the Colorado District Court for El Paso County, Colorado. The Parties agree that this MOU shall be deemed to have been made in, and the place of performance is deemed to be in, El Paso County, State of Colorado. Both Parties shall ensure that their employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

XI. Liability

Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the CGIA and Article XI of the Colorado Constitution.

XII. No Third-Party Beneficiary

It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third person or entity. It is the express intention of the Parties that any person or entity, other than the Parties, shall be deemed to only be incidental beneficiaries of this MOU.

XIII. No partnership or joint venture

The Parties to this MOU are not partners or joint venturers as a result of this MOU.

XIV. Authority

A. The Parties to this MOU represent or warrant to each other that they have all the necessary authority to enter this MOU and to perform their obligations hereunder and that this MOU does

not conflict with any other intergovernmental agreement or contract that any Party is subject to or to which it may be bound.

B. The signers of this document have the authority to bind the respective entities to this MOU.

XV. Headings

The headings of the articles of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

XVI. Funding

In accordance with the Colorado Constitution, Article X, Section 20, the performance of the Sheriff's obligations under this MOU is subject to appropriation of funds by the Board of County Commissioners. Further, if funds are not appropriated in whole or in part sufficient to the performance of the County's obligations under this MOU, or appropriated funds may not be expended due to Constitutional spending limitations, then the County may terminate this MOU without compensation to the other party.

It is anticipated grant funding will be received by EPSO in order to provide additional services to the Palmer Lake Police Department, and the Town of Palmer Lake Through the VOCA and VALE grants. Should the VOCA and VALE grants not be received for any reason, the County may terminate this MOU without compensation to the other party.

XVII. Cooperation

The Parties agree to cooperate with one another and to work together to provide effective service to the citizens of El Paso County.

FOR THE EL PASO COUNTY OFFICE OF THE SHERIFF



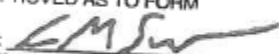
Joseph Roybal, Sheriff



Date

Jason Vanderpool, Chief of Police

Date

APPROVED AS TO FORM
BY: 

OFFICE OF THE COUNTY ATTORNEY