

CITY OF SALIDA, COLORADO
RESOLUTION NO. 08
(Series of 2017)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SALIDA AND THE CITY OF CAÑON CITY TO PROVIDE MUTUAL AID

WHEREAS, this combined effort with Cañon City will provide a public purpose and will promote the safety, security and general welfare of the residents of both the City of Cañon City and the City of Salida; and

WHEREAS, both parties will be responsible for their own costs incurred on the performance of the MOU; and

WHEREAS, the Salida City Council finds and determines that the best interest of the City will be served by entering a MOU with the City of Cañon City and authorizing the City Administrator to execute the same on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council approves the terms of the MOU with the City of Cañon City attached as **Exhibit A** and authorizes the City Administrator to execute the MOU on behalf of the City.

RESOLVED, APPROVED and ADOPTED this 7th day of February, 2017.



[SEAL]
ATTEST:

Betty Schwidger
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

By *James L. LiVecchi*
James L. LiVecchi, Mayor

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF SALIDA

AND THE

CITY OF CAÑON CITY

**TO PROVIDE MUTUAL AID IN THE FORM OF A CRISIS NEGOTIATIONS
UNIT, PERSONNEL TRAINED IN SPECIAL WEAPONS AND TACTICS AND
SUPPLEMENTAL PERSONNEL FOR SPECIAL EVENTS.**

1.0 PARTIES. This Memorandum of Understanding is made and entered into by and between the City of Salida and the City of Cañon City (hereinafter referred to as the "Parties").

2.0 RECITALS.

2.1 The Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services.

2.2 The Parties hereto maintain emergency equipment to be utilized in exceptional instances when other than standard police procedures and weapons are required.

2.3 Emergencies and planned events may arise in one or another of the jurisdictions of the Parties which is of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle.

2.4 The Parties desire to maintain uniform equipment, training, policies, procedures, and personnel standards, pertaining to Crisis Negotiations and Tactical Teams, so that each may have the service of the other Parties to aid and assist in the exceptional instances when other than standard police procedures and weapons are required and in those planned events where supplemental staffing would benefit either party.

2.5 Other Parties who provide similar services and maintain similar equipment may, in the future, desire to be included in this Memorandum of Understanding.

2.6 Establishment of this Memorandum of Understanding provides public purpose and will promote the safety, security, and general welfare of the inhabitants of the City of Cañon City and City of Salida, as well as any other political subdivision to which the City of Salida may respond.

3.0 CNU AND SWAT TEAM.

3.1 Article 5, Title 29, Colorado Revised Statutes, as amended, is incorporated herein by this reference. This statute shall control in the event of a conflict between the statute and this Memorandum of Understanding.

- 3.2 It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding does not authorize any Party to act for any purpose whatsoever, nor does this Memorandum of Understanding establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Memorandum of Understanding shall provide only for sharing of in-kind services by the Parties toward the establishment of a common mutual goal, said goal being the cooperative development of a Crisis Negotiations Unit and a Special Weapons and Tactics Team to be utilized in exceptional instances when other than standard police procedures and weapons are required and to provide supplemental staffing for large scale planned events which would strain the staffing levels of any party.
- 3.3 For and in consideration of the promises of the Parties, each Party agrees, subject to the limitations herein set forth, to aid and assist the other by causing and permitting its law enforcement personnel and its equipment to be used as supplemental staffing for large scale planned events and in responding to emergencies and exceptional instances which occur in the jurisdiction of the other such as but not limited to barricaded armed individuals, hostage situations, execution of high risk warrant service, riotous crowd control, threat of potential sniper activities, terrorist incidents, or other exceptional instances when other than standard police procedures and weapons are needed in the jurisdiction serviced by one Party which are beyond the control of the police department of that Party. The need for such aid and assistance shall be determined by the Chief of Police or either's designee requesting assistance and upon such a request, the Parties agree that trained personnel may respond as deemed appropriate.
- 3.4 Each Party shall implement the provisions of this Memorandum of Understanding by establishing uniform policies and procedures concerning equipment, training and personnel standards for officers who will be assigned to the City of Salida and Cañon City Combined SWAT subject to the following limitations:
- a. It is understood and agreed that such mutually agreed upon policies and procedures shall require that each Party shall maintain a level of personnel and equipment necessary to safely and effectively deploy City of Salida and Cañon City Combined SWAT during exceptional instances when other than standard police procedures and weapons are required to meet its obligations under this Memorandum of Understanding.
 - b. Officers assigned or appointed to the tactical team of City of Salida and Cañon City Combined SWAT shall successfully pass and maintain agreed upon performance standards such as firearm qualifications and physical fitness standards. All City of Salida and Cañon City Combined SWAT members shall maintain all other mutually agreed upon performance standards.

- c. An Officer from either city who has satisfied the performance standards is not eligible for appointment to City of Salida and Cañon City Combined SWAT unless the Chiefs of Police agree to such assignment. Any officer assigned to City of Salida and Cañon City Combined SWAT may be removed from this team at any time, with or without cause, at the request of that officer's Chief of Police.
- d. The forms or reports utilized to document the deployment of chemical munitions or distraction devices, Crisis Negotiations logs or any other document used in a tactical or negotiations setting shall be standardized within City of Salida and Cañon City Combined SWAT.
- e. Any evidence and property seized as a result of a City of Salida and Cañon City Combined SWAT operation by officers assigned to City of Salida Combined SWAT shall be released to the agency having ultimate jurisdiction.
- f. Each officer assigned to City of Salida and Cañon City Combined SWAT shall be provided usual personal equipment and weaponry required for the execution of law enforcement duties by their respective agencies.
- g. Officers assigned to City of Salida and Cañon City Combined SWAT shall be subject to the supervision of the supervisory and command personnel assigned to City of Salida and Cañon City Combined SWAT regardless of which Party assigned the supervisor or officer to City of Salida and Cañon City Combined SWAT.
- h. It is understood and agreed that, should disciplinary action be required as a direct result of an officer's involvement or participation in City of Salida and Cañon City Combined SWAT, disciplinary action shall be the responsibility of the officer's respective agency. The officer's continued involvement in City of Salida and Cañon City Combined SWAT, however, shall be subject to the unanimous approval of the Chiefs of Police of both Parties.
- i. It is understood and agreed that the agency having jurisdiction shall provide incident command and City of Salida and Cañon City Combined SWAT shall command the tactical aspects.

4.0 FUNDING.

- 4.1 Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Memorandum of Understanding
- 4.2 Parties acknowledge and agree that all payment obligations under this Memorandum of Understanding are current expenditures of Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. Parties'

obligations under this Memorandum of Understanding shall be from year-to-year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

5.0 INSURANCE/LIABILITY.

- 5.1 Parties shall, at their own expense, keep in full force and effect during the term of this Memorandum of Understanding Statutory Worker's Compensation insurance or adequate self-insurance funds.
- 5.2 The Parties shall, at their own expense, keep in full force and effect during the term of this Memorandum of Understanding, and during the term of any extension or amendment of this Memorandum of Understanding, insurance in such amount as necessary to comply with the limitation set forth in the provisions of the Colorado Government Immunity Act (C.R.S., 24-10-101 *et seq.*) as well as Law Enforcement Professional liability insurance with a \$1,000,000 general aggregate limit, to insure against any liability assumed by the Parties pursuant to the provisions of this Memorandum of Understanding. The type and amount of such insurance shall be that which is customarily obtained for similar projects by the professionals engaged in the same field and type of work as the Parties and in accordance with generally-accepted professional practices. The Parties shall not be relieved of any liability assumed pursuant to the Memorandum of Understanding by reason of their failure to secure insurance as required by this Memorandum of Understanding or by reason of their failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability. Each Party shall be responsible for the acts and omissions of its own officers assigned to City of Salida and Cañon City Combined SWAT and shall not be responsible for the acts or omissions of other City of Salida and Cañon City
- 5.3 Combined SWAT members except to the extent the provisions of Section 29-5-108, C.R.S. control.
- 5.4 None of the Parties waive its rights, defenses or immunities provided by the Colorado Governmental Immunity Act, or as otherwise provided by law.

6.0 INDEPENDENT STATUS. The Parties enter into this Memorandum of Understanding as separate, independent governmental entities and shall maintain such status throughout.

7.0 TERMINATION/WITHDRAWAL.

- 7.1 Any Party hereto may terminate its participation in this Memorandum of Understanding with or without cause upon thirty (30) days prior written notice to each of the others.
- 7.2 On thirty (30) days prior written notice, any Party shall have the right to withdraw its participation from this Memorandum of Understanding in the event that its governing body does not appropriate, budget, or otherwise make funds available for the purpose of performing under this Memorandum of Understanding, or in the event that any court of competent jurisdiction determines that this Memorandum of

Understanding, or any portion thereof, is in violation of Section 20, Article X, of the Colorado Constitution.

7.3 Any withdrawal/termination in accordance with the provisions of this Section 7.0 shall not be considered a breach of this Memorandum of Understanding. Any such withdrawal/termination shall terminate the obligations of the withdrawing Party only.

7.4 Upon receipt of notice provided in this Section 7, the remaining Parties may terminate this Memorandum of Understanding by written agreement. At any time there is only one Party to this Memorandum of Understanding, this Memorandum Understanding shall automatically terminate.

8.0 INTEGRATION AND AMENDMENT.

8.1 Parties who wish to join this Memorandum of Understanding may do so by amendment to this Memorandum of Understanding approved by each of the Parties to this Memorandum of Understanding. The Parties are authorized to amend this Memorandum of Understanding to accommodate additional agencies wishing to join in the Memorandum of Understanding.

8.2 This Memorandum of Understanding represents the entire Memorandum of Understanding between the Parties and there are no oral or collateral Memorandum of Understandings. This Memorandum of Understanding may be amended only by an instrument in writing signed by the Parties. If any other provision of this Memorandum of Understanding is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Memorandum of Understanding shall continue in full force and effect.

9.0 **GOVERNING LAW.** This Memorandum of Understanding shall be governed by the laws of the State of Colorado.

10.0 **ASSIGNMENT.** This Memorandum of Understanding shall not be assigned by any Party.

11.0 **BINDING EFFECT.** This Memorandum of Understanding shall insure to the benefit of, and be binding upon, the Parties and their respective legal representatives.

12.0 **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Memorandum of Understanding, and all rights of action relating to such enforcement, shall be strictly reserved to Parties and nothing contained in this Memorandum of Understanding shall give or allow any such claim or right of action by any other third Party on such Memorandum of Understanding. It is the express intention of Parties that any person other than Parties receiving services or benefits under this Memorandum of Understanding shall be deemed to be an incidental beneficiary only.

13.0 **NOTICES.** Any notice required or permitted by this Memorandum of Understanding shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party

to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

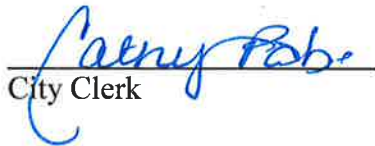
14.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Memorandum of Understanding.


15.0 EXECUTION IN COUNTERPARTS. This Memorandum of Understanding may be executed by Parties with separate signature pages.

DATED this 20th day of February, 2017.

ATTEST:

CITY OF CAÑON CITY

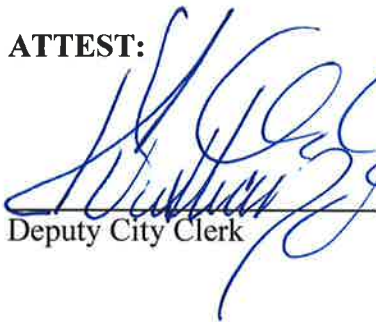

City Clerk


Preston Troutman, Mayor

DATED this 7th day of February, 2017.

ATTEST:

CITY OF SALIDA


Deputy City Clerk




James LiVecchi, Mayor