

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT  
AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT  
SPECIAL WEAPONS AND TACTICS TEAM**

This Agreement is made and entered into between the Town of Mead (“Mead”) and the City of Longmont (“Longmont”) (hereinafter referred to separately by name or “municipality” or collectively as “municipalities” or “parties”).

WHEREAS, the parties are organized pursuant to the provisions of Article XX of the Colorado Constitution or are statutory municipalities governed by Title 31, C.R.S., as amended. Each municipality is authorized by law to undertake and operate as part of its function a law enforcement agency; and

WHEREAS, each municipality is authorized by law to contract with one another to provide any function or service lawfully authorized to each of the contracting municipalities, pursuant to Section 29-1-201, et seq, C.R.S. as amended; and

WHEREAS, Mead has determined it is in its respective best interest to enter into this Agreement for the purpose of joining the Longmont Special Weapons and Tactics Team, (“SWAT Team”) a specially trained and equipped tactical entity, to serve the participating municipal communities in critical incidents; and

WHEREAS, Longmont has determined it is in its best interest to invite Mead to join the SWAT Team; and

WHEREAS, each municipality maintains a police department, staffed with Colorado POST certified law enforcement officers; and

WHEREAS, emergencies may arise, in one or another of the municipalities which are of such intensity and duration as to place greater demands on that jurisdiction’s personnel and equipment than the jurisdiction can handle and these emergencies may necessitate the services of a specially trained and equipped tactical team; and

WHEREAS, expanding the SWAT Team through this Agreement provides a public purpose and will promote the safety, security and general welfare of the inhabitants of the municipalities.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, the parties mutually agree as follows:

**A. GENERALLY**

1. The SWAT Team is hereby expanded for the purpose of providing a specially trained and equipped tactical unit to the participating municipalities in critical incidents, including, but not limited to, hostage, barricade and sniper situations, the service of high-risk warrants, fugitive apprehension, civil disorder, terrorist incidents or other exceptional instances when other than standard police procedures, equipment and weapons are needed. The need for such aid and assistance shall be determined by the Chief of Police, or designee, of the municipality requesting assistance and approved by the Commander of the SWAT Team

or his designee. Upon receiving such a request, the municipalities agree that response by SWAT Team personnel must be as timely as possible. It is understood and agreed that during the term of this Agreement, each municipality shall endeavor to provide and maintain appropriate personnel and funding in support of this Agreement. Each municipality will refuse to make its personnel or equipment available for SWAT Team duty only in the event of an emergency requiring that such personnel remain in its jurisdiction. For the purpose of this paragraph, an emergency is unforeseen combination of circumstances that calls for immediate action. Having only a minimum staffing level does not constitute an emergency.

2. This Agreement provides for the exercise by the municipalities of the service provided herein but does not establish a separate legal entity to do so nor does this Agreement establish any employee of any municipality as an employee of any other municipality for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the municipalities toward the establishment of a common mutual goal, said goal being the expansion of the SWAT Team, to be utilized in instances when other than standard police procedures, equipment and weapons are required.

#### B. SWAT TEAM STRUCTURE

1. The SWAT Team shall be governed by the command structure and the operating standards of the Longmont Police Department as contained in the Department's Policy Manual and Standard Operating Procedures Manual
2. The SWAT Team command, control and organization, selection of personnel, staffing, training, activation, incident command protocols, uniforms and equipment and personnel standards are governed by the Longmont Police Department's SWAT Team policies and procedures.
  - a. All members of the SWAT Team agree to abide by the policies and procedures of the SWAT Team except where doing so would violate the policies and procedures of the member's employer.
  - b. The law enforcement agency for Mead will participate and provide input and advice to the Longmont Police Department during the development of the policies and procedures of the SWAT Team required to implement or sustain this Agreement.
3.
  - a. If an exceptional instance arises requiring the response of the SWAT Team, the requesting law enforcement agency shall manage the incident utilizing the tenants of the National Incident Management System, including but not limited to, invoking the Incident Command System and appointing a trained and qualified Incident Commander from the requesting law enforcement agency.
  - b. The SWAT Team will not be the ultimate authority in the management of a critical incident. Members of the SWAT Team while in their capacity as SWAT Team members will not assume the role of Incident Commander during a critical incident.

- c. When an Incident Commander attempts to utilize the SWAT Team in a manner that violates law, Longmont Police Department's policies and procedures, well established standards and practices pertaining to the deployment and use of tactical teams, or in a manner the SWAT Team Commander deems inappropriate, the SWAT Team Commander has the authority to refuse such directive. In all instances, the SWAT Team Commander will provide the Incident Commander with viable options and alternatives regarding incident resolution. In those instances where the Incident Commander and SWAT Team Commander cannot reach consensus regarding the use and deployment of the SWAT Team, the Longmont Chief of Public Safety or his designee will determine the use and deployment of the SWAT Team.
- d. During a SWAT Team activation, members of the SWAT Team report to and answer to the SWAT Team command structure, not to the supervisors of their respective employing agencies. Conflicting orders, directives, or conflicts of interest will be brought to the attention of the Incident Commander and SWAT Team Commander without delay.

#### C. RESPONSIBILITIES OF EACH MUNICIPALITY

1. As identified in **Exhibit A**, each municipality shall contribute qualified POST certified police officers and support personnel to serve on or support the SWAT Team as established in **Exhibit A**.
2. In addition to contributing qualified personnel to serve on the SWAT Team, Mead will pay to Longmont a sum specified in **Exhibit A** to offset the ongoing expenses of their representatives on the SWAT Team. Mead agrees to pay their share as outlined in **Exhibit A** on or before March 1 of each year this Agreement is in effect unless otherwise stated in **Exhibit A**. The SWAT Team budget shall be included in the budget of the Longmont Police Department. Any SWAT Team personnel subsidized through grant programs will be funded per the grant provisions.
3. In the absence of supplying one or more qualified SWAT Team members, Mead will pay to Longmont a specified sum to offset the ongoing expenses of providing tactical team services to their respective communities as described in **Exhibit A**. When required, Mead agrees to make payment as described in **Exhibit A** during the last quarter of each year this Agreement is in effect unless otherwise stated in **Exhibit A**. At its discretion, Longmont may waive all or part of this provision due to unforeseeable circumstances or due to circumstances beyond the control of Mead.
4. Longmont will:
  - a. Maintain the SWAT Team in a manner essentially equivalent to the staffing levels identified in **Exhibit A**.

- b. Direct the SWAT Team to respond to critical incidents occurring within the jurisdiction of any party to this Agreement, including, but not limited to, barricade and sniper situations, the service of high-risk warrants, fugitive apprehension, civil disorder, terrorist incidents or other exceptional instances when the requesting Chief of Police determines that other than standard police procedures, equipment and weapons are needed. Longmont will also direct the SWAT Team to respond to mutual aid requests when authorized.
  - c. Provide basic, advanced, specialized and ongoing “in-service” training to all members of the SWAT Team as Longmont determines is required or necessary to maintain a sufficient level of proficiency and readiness. Ongoing “in-service” training requirements are listed in **Exhibit A**.
  - d. Provide personnel, vehicles and specialized equipment, munitions and supplies for use during SWAT Team activations, training and public relation events.
  - e. Have SWAT Team personnel available to all municipalities to provide advice and consultation in the areas of law enforcement training, research and development.
5.
  - a. The Longmont Police Department budget shall include the cost of operating the SWAT Team, including, but not limited to: purchasing, insuring, providing fuel and routine maintenance for SWAT Team vehicles; training; HazMat physicals; licensing; special certifications; uniforms; general and safety equipment; pagers/phones; ammunition; munitions; dues and food.
  - b. The Longmont SWAT Team budget shall not cover capital equipment expenditures including, but not limited to, tactical ballistic vests, ballistic helmets/face shields, and lethal weaponry such as handguns and rifles for employees of Mead.
  - c. Personal protective gear, equipment and weaponry purchased or utilized for SWAT Team purposes shall meet the specifications and requirements of the SWAT Team. At its discretion, the SWAT Team may suspend or waive all or part of this provision but such waiver shall only be temporary in duration.
  - d. Capital equipment purchased by each municipality shall remain the property of the respective municipalities.
6. Although the Longmont Police Department budget covers personnel costs for Longmont personnel, it does not cover personnel costs for Mead. Personnel costs include, but are not limited to, wages, compensation, overtime pay, benefits, including workers' compensation insurance, vacation and sick time and pay, costs associated with backfilling positions during team call outs, training and other SWAT Team related events. The parties acknowledge that any officer who is a member of the SWAT Team is at all times an employee of the officer’s assigning agency. All personnel costs, such as salaries, benefits and overtime of designated officers assigned to the SWAT Team shall continue to be the responsibility of the designating agency. Thus, capital equipment expenditures and personnel costs for individual members are the responsibility of the municipality that employs the individual SWAT Team member.

7. When major purchases are required for the benefit of the SWAT Team as a whole, all municipalities agree to work together cooperatively and collaboratively in an effort to determine an equitable method of funding such purchases. If applicable, issues of ownership, maintenance, retention and disposal will be addressed through an updated **Exhibit A** or, if necessary, through a separately negotiated and executed intergovernmental agreement.
8. Within the scope and intent of this Agreement, each municipality agrees to fund required and approved but unbudgeted expenses as soon as practical, either as separate entities or through a collaborative partnership, using their current year budget funds or obtaining funding in the following year through their respective budget processes. This includes, but is not limited to, expenses related to outfitting newly appointed team members, replacement of expired, outdated or damaged protective gear, replacement or repair of outdated, damaged or malfunctioning equipment, and expenses related to team expansion.
9. The municipalities intend this Agreement to constitute a “temporary assignment” under Section 29-5-108, C.R.S., of each party’s personnel or equipment when operating in a jurisdiction other than its own and therefore that the provisions of Section 29-5-108, C.R.S., apply.
10. Nothing contained in this Agreement, and no performance under this Agreement by personnel of any municipality shall in any respect alter or modify the status of officers, agents, or employees of the respective municipalities for purposes of workers’ compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers’ compensation coverage shall apply as required by Section 29-5-109, C.R.S.
11. Personnel appointed by Longmont to the SWAT Team shall have successfully completed all requirements set forth and administered by the SWAT Team for participation on the SWAT Team. Personnel requesting assignment to the SWAT Team will be evaluated on their knowledge, experience, employment history, dependability, maturity, teamwork, commitment, ability handling stress conditions and job proficiency as evidenced or demonstrated by, but not limited to, oral examination, written instruments, written exercises, performance evaluations, and practical exercises. In addition, officers requesting assignment to the tactical portion of the SWAT Team will be evaluated on their firearms proficiency and physical conditioning as evidenced or demonstrated by, but not limited to, firearms qualifications and physical fitness/agility testing.
  - a. Representatives from each municipality will be invited to participate in, assist with or provide input regarding all aspects of SWAT Team selection processes.
  - b. Within the constraints of law, each municipality agrees to share all personnel, training, evaluation and discipline files or records on any employee participating in a SWAT Team selection process. As required, written permission to view such information will be obtained from the applicant. Review privileges will only be authorized for SWAT Team supervisors and will stay in effect for those applicants appointed to the SWAT Team as long as they remain members of the SWAT Team.

12. Officers assigned or appointed to the tactical portion of the SWAT Team shall successfully maintain and pass established SWAT Team performance standards such as firearms qualifications, HazMat physical, and physical fitness/agility standards. An officer assigned or appointed to the negotiation portion of the SWAT Team shall be required to maintain the performance standards for firearm qualifications set by the officer's respective police agency. All SWAT Team members shall maintain all certifications, training requirements, and other job-related performance standards set by the members' respective police agency.
13. If a SWAT Team member warrants reprimand, suspension, demotion or dismissal from employment as a direct result of their involvement or participation in the SWAT Team, disciplinary action shall be the responsibility of the member's employing municipality. If some lesser form of corrective or instructive action is warranted, the Commander of the SWAT Team is authorized to issue the correction or instruction. Any member's participation in the SWAT Team shall be determined solely by the Longmont Chief of Public Safety.
14. It is understood and agreed by the municipalities that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
15. Each municipality's obligation to pay any sum of money under this Agreement or to operate the SWAT Team is contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of a municipality's credit, or a payment guarantee by a municipality if appropriated funds are not available to any municipality, that municipality shall be relieved of its obligations hereunder, and such municipality shall and thereafter cease to be a participant on the SWAT Team.
16. Protocol for Intervening in Use of Force: Any member that witnesses another member using excessive force must intervene to stop the force being used and immediately report it to a supervisor as required by C.R.S. 18-8-802, as amended.
17. Internal Investigations: For internal investigations arising out of incidents involving the SWAT Team, each law enforcement agency shall be responsible for investigating its own members as needed. Each municipality agrees to cooperate and coordinate in the investigations by the other municipality, including in the sharing of information from interviews conducted by each municipality during an internal investigation involving a SWAT Team incident. If one law enforcement agency desires or is required to interview one or more members of the other law enforcement agency, a member of the officer's agency shall be allowed to be present during the interview. In addition, the officer(s) being interviewed shall be informed that the interview is being conducted in cooperation with the other law enforcement agency, and the officer(s) shall be provided Garrity advisements for such joint agency interviews, as required by law and applicable policies of the law enforcement agencies. For purposes of coordinating and communicating regarding internal investigations arising out of incidents involving the SWAT Team, the point of contact for

Mead is the Mead Chief of Police and the point of contact for Longmont is Chief of Public Safety.

18. Confidential Information: The parties acknowledge that information obtained and exchanged about criminal or administrative investigations in the performance of or related to this Agreement may be confidential. The parties will protect and release all confidential information pursuant to the requirements of state and federal law and will provide and maintain a secure environment that ensures confidentiality of all documents and information. This paragraph applies to all forms of confidential information, including but not limited to hard copy, electronic, video, audio, and photographic formats along with any confidential information contained in or accessed through any computerized data system that the parties may gain access to through this Agreement.
19. Records Requests: Longmont shall be responsible for responding to criminal justice records requests regarding the SWAT Team. Mead agrees to cooperate as needed in providing any information required to properly respond to such records requests.
20. Press Releases: Press releases and/or the release of information to the media will be made by the agency in whose jurisdiction the event occurred in accordance with the releasing agency's media release policy. No other information shall be unilaterally released or provided to the media by any party without prior approval by the other party. No information pertaining to the SWAT Team itself will be released to the media without the mutual approval of all parties.

#### D. CONTRIBUTING PERSONNEL TO THE SWAT TEAM

The contribution of qualified POST certified police officers to the SWAT Team is essential for the effective functioning of the expanded SWAT Team. Between January 1, 2022 and December 31, 2022, each party shall contribute the personnel designated below. **Exhibit A** shall be amended annually to reflect personnel to be made available by each party during that year. Any exceptions or extensions will be noted in the relevant **Exhibit A**. Any allocations of additional officers or support personnel after December 31, 2022 will be designated in a revised **Exhibit A** agreed upon and signed by both parties.

Town of Mead:

One Tactical Member

City of Longmont:

One SWAT Team Administrator, One SWAT Team Commander, One SWAT Team Assistant Commander, Nineteen Tactical Operators (including Scout/Snipers), Nine Crisis Negotiations Squad Members, Four Tactical Medics, Six Tactical Dispatchers, and Administrative Support Personnel as needed.

All police officers assigned to the SWAT Team are eligible for Entry, Scout Sniper, Crisis Negotiations including Squad Leader and Assistant Squad Leader.

E. TERM, WITHDRAWAL AND TERMINATION

1. This Agreement shall remain in effect for one year beginning January 1, 2022 and ending at midnight on December 31, 2022, unless earlier terminated as provided herein. Beginning on January 1, 2023, this Agreement shall automatically renew each year on January 1st for subsequent one-year terms (each term a “Renewal Term”) unless and until notice has been provided by one party to the other in accordance with paragraph E.2 below. For each Renewal Term, the parties may agree in writing to update **Exhibit A** if and as needed.
2. Any municipality may withdraw from participation in this Agreement with or without cause by delivering such withdrawal notice in writing by certified mail to the other participating municipalities and providing sixty (60) days’ notice.

F. NOTICE

1. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested, addressed to the party to whom it is given as follows:

Town of Mead  
ATTN: Town Manager  
P.O. Box 626  
Mead, CO 80542

City of Longmont  
ATTN: Chief of Public Safety  
225 Kimbark St.  
Longmont, CO 80501

2. Either municipality may change its address to which notices are sent by a notice similarly sent.

G. SEVERABILITY

1. This Agreement contains the complete Agreement concerning the subject matter of this Agreement between the parties and shall, as of the effective date hereof, supersede all agreements between any of the municipalities pertaining to the same subject matter.
2. The interpretation and enforcement of this Agreement shall be consistent with the laws of the State of Colorado. In addition, the parties agree that if any legal action is commenced for enforcement of any term or provision of, or arising under or related to, this Agreement, said action shall be exclusively commenced in the Judicial District courts of the County of Boulder, State of Colorado, and the parties consent to the jurisdiction and venue of such courts.

H. WAIVER OR MODIFICATION

No waiver or modification of this Agreement or of any term or provision shall be valid unless in writing and executed by the participating municipalities.

I. INSURANCE AND LIABILITY

1. Each municipality shall procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under Colorado law, including workers' compensation, automobile liability and general liability. Such insurance of each



party shall be adequate to protect each respective party from liability claims and demands arising from the performance of duties under this Agreement and to cover all operations by the party's police officers under this Agreement.

2. Each party shall be responsible for its own negligent acts and no party shall indemnify the other for claims, demands, or judgment arising from the acts or omissions of the other party. All other legal liability and litigation arising from or out of the conduct or performance of officers assigned to the SWAT Team shall be the responsibility of that officer's respective designating agency; however, any officer acting under the specific orders of a superior officer of the SWAT Team from another agency may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.
3. The parties agree that if any party receives a claim or lawsuit by any third party that relates to the performance of duties or actions taken pursuant to this Agreement, it will provide notice of the same to the other party within a reasonable time. The parties also agree to cooperate with one another and with the insuring entities of the parties in defending any such claim.
4. Nothing in this Agreement shall be deemed a waiver of any immunity granted under the Colorado Governmental Immunity Act, Section 24-10-101, etc., C.R.S. or confer any benefits to any person not a party to this Agreement.
5. The provisions of this Agreement shall not be construed as restricting, modifying or abolishing the right of any member of the SWAT Team to receive workers' compensation benefits pursuant to Section 29-5-109, C.R.S. Any pension fund payments payable to a member of the SWAT Team due to disability or death arising from the performance of their duties shall be made in accordance with Section 29-5-110, C.R.S.

#### J. THIRD-PARTY BENEFICIARY

This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

#### K. WAIVER AND SURVIVAL

The failure of any municipality to insist upon the strict compliance by any other municipality with respect to any of the terms or conditions of this Agreement shall not be construed as a waiver, nor shall such course of action deprive such party of the right thereafter to require strict adherence to the terms and provisions of this Agreement.

#### L. HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for the convenience of reference only, and do not form part of this Agreement.

#### M. AGREEMENT READ AND UNDERSTOOD

The parties hereto have read and understood this entire instrument and acknowledge that they have had competent legal counsel available to them in their review and execution of said Agreement.

#### N. PUBLIC SERVICES CONTRACT PROVISIONS

1. The parties shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. The parties shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented worker to perform work under this Agreement or (b) fails to certify to any party that the subcontractor will not knowingly employ or contract with an undocumented worker to perform work under this Agreement.
2. The parties have verified or attempted to verify through participation in the basic pilot program administered by the United States Department of Homeland Security that they do not employ any undocumented workers.
3. The parties shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Agreement.
4. If a party obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker, the party shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker:
  - 4.1 notify the subcontractor and the other parties within three days that the party has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and
  - 4.2 terminate the subcontract with the subcontractor if, within three days of receiving notice that the party has actual knowledge that the subcontractor is employing or contracting with an undocumented worker, the subcontractor does not stop employing or contracting with the undocumented worker.
5. The parties shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102 (5), C.R.S.
6. In addition to any other legal or equitable remedy any party may be entitled to for a breach of this Agreement, if a party terminates this Agreement, in whole or in part, due to another party's breach of any provision of this Agreement, the breaching party shall be liable for actual and consequential damages to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

SIGNATURE PAGES FOLLOW

Mead Signature Page For:

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT  
AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT  
SPECIAL WEAPONS AND TACTICS TEAM**

TOWN OF MEAD

\_\_\_\_\_  
By: Colleen Whitlow, Mayor

\_\_\_\_\_  
DATE:

ATTEST:

\_\_\_\_\_  
Mary Strutt, Town Clerk

Longmont Signature Page For:

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT  
AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT  
SPECIAL WEAPONS AND TACTICS TEAM**

City Of Longmont

\_\_\_\_\_  
By: Joan Peck, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Dawn Quintana, City Clerk

Approved As To Content:

Approved As To Insurance Provisions:

\_\_\_\_\_  
Longmont Chief of Public Safety

\_\_\_\_\_  
Doug Spight, Longmont Risk Manager

Approved As To Form:

\_\_\_\_\_  
Senior Assistant City Attorney

\_\_\_\_\_  
Proofread

\_\_\_\_\_  
Date