



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Police	Chief Russ Johnson	August 22, 2023

ITEM

Resolution 2023- 38 – Approving an Intergovernmental Agreement between the City of Salida, the Town of Buena Vista, and the Chaffee County Sheriff’s Office.

BACKGROUND

The City of Salida Police Department and the Chaffee County Sheriff’s Office has been working off an existing Intergovernmental Agreement (IGA) for years. The prior IGA covers day-to-day operations and emergent call response. Over the years, we have operated numerous Special Weapons and Tactics Teams (SWAT Team). In 2017 we created the current Chaffee County Combined Tactical Team. This team is comprised of Officers from Chaffee County, Buena Vista, and Salida. We have been working as a joint team, acquiring joint grant funding, and purchasing joint equipment. We also recently purchased a joint Ballistic Armored Tactical Transport Vehicle (BATT Vehicle). Because of this, we have decided it would be better for us to operate under an IGA, so it clearly outlines the roles and responsibilities of each entity. This IGA was reviewed by legal counsel from Buena Vista, Chaffee County, and the City of Salida. All three entities agree with the document and each board is being asked to agree to the terms.

FISCAL NOTE

None at this time.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2023-38 to approve a new Intergovernmental Agreement between the Town of Buena Vista, Chaffee County, and the City of Salida for the operation of a collective SWAT Team.

SUGGESTED MOTION

A City Councilperson should state, “I move to approve Resolution 2023-38, approving an Intergovernmental Agreement between the Town of Buena Vista, Chaffee County, and the City of Salida for the operation of a collective SWAT Team followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION 2023-38
(Series of 2023)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
SALIDA, TOWN OF BUENA VISTA, AND CHAFFEE COUNTY

WHEREAS, the City and the Town are Colorado municipalities organized and operated pursuant to Colorado law, each of which operates a police department;

WHEREAS, the County operates a Sheriff's Office;

WHEREAS, pursuant to Sections 18(2)(a) and (b), Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-203, 30-11-410, the Parties may enter into agreements with one another to provide intergovernmental services and facilities, when so authorized by their governing bodies;

WHEREAS, peace officers shall have the authority to act in any situation in which a felony or misdemeanor has been or is being committed in such officer's presence, and such authority shall exist regardless of whether such officer is in the jurisdiction of the law enforcement agency that employs the officer, see C.R.S. § 16-3-110(2);

WHEREAS, the Parties now desire to establish a Regional Special Weapons and Tactics Team (the "Regional SWAT Team");

WHEREAS, each Party has determined it to be in the best interests of its respective taxpayers, residents, property owners, and constituents to enter into this Agreement; and

WHEREAS, each Party has determined that establishing a Regional SWAT Team shall serve a public purpose and promote the health, safety, security and general welfare of the citizens of the Parties.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements, and stipulations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the attached IGA.

RESOLVED, APPROVED, AND ADOPTED this _____ day of September, 2023.
CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Cler

INTERGOVERNMENTAL AGREEMENT FOR A COLLECTIVE SPECIAL WEAPONS AND TACTICS TEAM (SWAT)

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between CHAFFEE COUNTY SHERIFF'S OFFICE and CHAFFEE COUNTY (the "County"), the CITY OF SALIDA (the "City"), and the TOWN OF BUENA VISTA (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, the City and the Town are Colorado municipalities organized and operated pursuant to Colorado law, each of which operates a police department;

WHEREAS, the County operates a Sheriff's Office;

WHEREAS, pursuant to Sections 18(2)(a) and (b), Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-203, 30-11-410, the Parties may enter into agreements with one another to provide intergovernmental services and facilities, when so authorized by their governing bodies;

WHEREAS, peace officers shall have the authority to act in any situation in which a felony or misdemeanor has been or is being committed in such officer's presence, and such authority shall exist regardless of whether such officer is in the jurisdiction of the law enforcement agency that employs the officer, see C.R.S. § 16-3-110(2);

WHEREAS, the Parties now desire to establish a Regional Special Weapons and Tactics Team (the "Regional SWAT Team");

WHEREAS, each Party has determined it to be in the best interests of its respective taxpayers, residents, property owners, and constituents to enter into this Agreement; and

WHEREAS, each Party has determined that establishing a Regional SWAT Team shall serve a public purpose and promote the health, safety, security and general welfare of the citizens of the Parties.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements, and stipulations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Creation of a Regional SWAT Team. There is hereby established a Regional SWAT Team, pursuant to the Scope of Services in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Policy Implementation and Standards. This Agreement shall be implemented by and through a Regional SWAT Team Policy (the "Policy"), the minimum requirements of which are attached hereto as **Exhibit B** and incorporated herein by this reference.

3. Funding. Each Party shall be responsible for its own costs incurred in the performance of this Agreement. The Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of the respective Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. Parties' obligations under this Agreement 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.

4. Equipment Ownership and Purchases.

a. BATT Vehicle. The Parties have collectively purchased a Ballistic Armored Tactical Transport Vehicle ("BATT Vehicle") and have agreed to apportion purchase and maintenance costs for it as set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

b. Joint and Collective Purchases. The Parties expect that they will jointly and collectively purchase additional equipment for the Regional SWAT Team and will apply for grants for such purchases. No Party shall be obligated to participate in collective equipment purchases. All collective purchases shall be approved by the Parties prior to purchase. If a Party does not wish to participate in a collective purchase, that purchase shall be a joint purchase. For each joint or collective purchase, the Parties shall agree on which Party's name the equipment will be titled and insured and it shall be the responsibility of the selected Party to ensure proper title and insurance are timely obtained.

c. Grant Applications; Fiscal Agent. For the purpose of applying for and performing grants and for purchasing for the Regional Swat Team, one Party shall be designated the Fiscal Agent of the Parties and shall be responsible for all terms and conditions of the grant. All Parties shall cooperate in good faith with the Fiscal Agent in the compilation of any information or assistance necessary to comply with grant requirements. For a grant application submitted by only one Party, the applying Party shall be the Fiscal Agent. Jointly or collectively acquired equipment may be used by any Party whenever the services of the Regional SWAT Team are requested, even if not all Parties respond to the request. The Fiscal Agent shall be responsible for the care and maintenance of jointly or collectively purchased equipment but will not be responsible for replacing or repairing any equipment lost or damaged as a result of use by the Regional SWAT Team.

d. Storage. Equipment purchased by an individual Party for the purposes of use within the Regional SWAT Team shall remain property of the purchasing Party at all times. Any equipment obtained through joint or collective grant applications or by jointly or collectively financed purchase becomes Regional SWAT Team equipment, which shall be retained by the Regional SWAT Team and distributed as the Parties mutually determine upon termination of this Agreement.

e. Specialized Tactical Equipment. The cost of specialized tactical equipment outside of what is normally supplied by the respective departments, including repair/replacement, shall be shared by the Parties, on a negotiated case-by-case basis. No specialized tactical equipment purchase shall be made without prior authorization by all Parties.

f. Repairs, Maintenance and Replacement. The cost of repairing, maintaining and replacing damaged equipment shall be the responsibility of the Party that owns the equipment, subject to equitable financial contribution by the Parties and use of any applicable insurance proceeds. Equipment damaged as a result of negligence or intentional destruction will be repaired or replaced by the agency of the responsible team member.

Any dispute concerning repairing or replacing jointly or collectively purchased equipment shall be settled by the Sheriff or Chief of Police of the respective Parties involved.

5. Insurance and Liability.

a. The Parties, at their own expense, shall keep in full force and effect during the term of this Agreement statutory workers' compensation insurance or self-insurance. At all times when an assigned officer/deputy is participating in training or an emergency under this Agreement, they will be deemed an employee of their agency and will be covered by its workers' compensation insurance.

b. The Parties, at their own expense, shall keep in full force and effect during the term of this Agreement, liability insurance, including self-insurance, in such amount as each determines in its sole judgment is appropriate, but with limits at least equaling the amounts of the limitations of liability in the Colorado Governmental Immunity Act. Except as provided in Section 29-5-108, C.R.S., each Party shall be responsible for the acts and omissions of its own officers/deputies assigned to the Regional SWAT Team and shall not be responsible for the acts or omissions of other Regional SWAT Team members.

6. Independent Status. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. A Party's employee or contractor shall not be entitled to collect workers' compensation or any other employee benefit from any other Party.

7. Term and Termination.

a. The term of this Agreement shall begin upon the Effective Date and terminate at midnight on December 31 of the same calendar year. The term shall automatically renew for successive one (1) year periods thereafter, from January 1 through December 31, until terminated.

b. Any Party hereto may terminate its participation in this Agreement with or without cause upon thirty (30) days prior written notice to each of the other Parties.

c. Any Party shall have the right to terminate its participation in this Agreement in the event that its governing body does not appropriate funds available for the purpose of performing under this Agreement and shall promptly give written notice of the failure to appropriate to each of the other Parties.

d. Any termination of a Party's participation in accordance with the provisions of this Section 7 shall terminate the obligations of the withdrawing Party only.

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

8. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any action arising out of this Agreement shall be in Chaffee County, Colorado.

- b. Assignment. This Agreement shall not be assigned by any Party. Any purported assignment shall be null and void as a matter of law.
- c. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives.
- d. No Third-Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.
- e. Indemnification. Except as provided by CRS 29-5-108, the Parties agree that in any action by any third party brought against the Parties in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other Party, and each Party shall bear its own costs with respect to the defense and indemnification thereof. Neither Party shall be construed as an agent of the other under the terms of this Agreement.
- f. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by mail or personal delivery, 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 the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail or upon personal delivery.
- g. 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.
- h. Execution in Counterparts. This Agreement may be executed by the Parties' with separate signature pages, all of which combined constitute one valid agreement.
- i. Integration. This Agreement represents the entire agreement among the Parties hereto with respect to the subject matter hereof, and all prior or extrinsic agreements, understandings or negotiations shall be deemed merged herein.
- j. Force Majeure. No Party shall be liable for a failure to perform as required by this Agreement to the extent such failure to perform is caused by a reason beyond the control of that Party or by reason of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, acts of God, explosion or similar occurrences.
- k. Contingency; No Debt. Pursuant to Article X, § 20 of the Colorado Constitution, any financial obligation of any Party under this Agreement is specifically contingent upon annual appropriation of funds sufficient to perform such obligation. This Agreement shall never constitute a debt or obligation of any Party within any statutory or constitutional provision.
- l. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities any Party or its officials, representatives, attorneys or employees

may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.

TOWN OF BUENA VISTA, COLORADO

By: _____

ATTEST:

Paula Barnett, Town Clerk

[illegible]

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____ 2023, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

CITY OF SALIDA, COLORADO

By: _____

ATTEST:

[illegible]

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____ 2023, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

CHAFFEE COUNTY, COLORADO

By: _____

ATTEST:

[illegible]

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____ 2023, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

Exhibit A
Regional SWAT Team Scope of Services

1. **Purpose.** The Regional SWAT Team shall respond for emergencies within each Party's respective jurisdictions that may be of such intensity and duration as to place greater demands on resources and equipment than a jurisdiction can safely handle solely. The Regional SWAT Team is a mutual aid assistance program to be utilized in exceptional instances when other than standard police procedures and equipment are required.

2. **General Use.** Each Party agrees, subject to the limitations herein set forth, to aid and assist each other Party by causing and permitting its law enforcement personnel and its equipment to be used in responding to emergencies and exceptional instances which occur in the jurisdiction of another Party such as but not limited to:

- a. Barricaded individuals;
- b. Hostage situations;
- c. Execution of high risk warrants;
- d. Riotous crowd control;
- e. Threat of potential sniper activity;
- f. Terrorist incidents;
- g. Dignitary protection; or
- h. Other exceptional instances when other than standard police procedures and equipment are needed in another Party's jurisdiction which are beyond the control of that Party's resources.

3. **Request and Response.** The need for such aid and assistance shall be determined by the Sheriff or Chief of Police of a Party (or their designee) requesting assistance. Upon receiving such a request, the receiving Parties may respond, as each deems appropriate.

4. **Sole Determination.** A Party is not obligated to respond to a request for assistance if, in its sole judgment, it does not have the resources to do so and to provide adequate service within its jurisdiction.

Exhibit B
Regional SWAT Team Policy Requirements

The Regional SWAT Team Policy shall include without limitation:

1. Equipment specification lists reflecting such items as recommended for a Type II SWAT team by the National Tactical Officers Association and FEMA guidelines;
2. Selection, training, and tactics such that each Party maintains a level of personnel training and equipment for its officers and deputies assigned to the Regional SWAT Team as is necessary to safely and effectively deploy the Regional SWAT Team;
3. Performance standards, including without limitation firearms qualifications and physical fitness standards, for officers and deputies assigned to the tactical team unit of the Regional SWAT Team;
4. The Sheriff or Chief of Police of each Party shall have sole authority with regard to the assignment of any its officers/deputies to the Regional SWAT Team, provided assignment to the Team requires the officer/deputy meets the agreed upon performance standards. The Sheriff or Chief of Police also shall have sole authority to remove any of its officers/deputies from the Regional SWAT Team. Any disciplinary action required as a result of a team member's involvement or participation in the Regional SWAT Team shall be the sole responsibility of the officers/deputies respective agency.
5. All evidence and property seized as a result of a Regional SWAT Team operation by officers/deputies assigned to the Regional SWAT Team shall be seized, identified, preserved, booked, and stored pursuant to the policies of the primary investigating agency.
6. Each officer/deputy assigned to Regional SWAT Team shall be provided the usual personal equipment and weaponry (uniforms, body armor, radios, handcuffs, etc.) required for the execution of law enforcement duties by its agency.
7. When mobilized for training or call-outs, Deputies/Officers assigned to the Regional SWAT Team shall be under the supervision and command of supervisory personnel appointed by the Sheriffs or Chief of Police to serve as Regional SWAT Team supervisors. Regional SWAT Team supervisors for a particular training or call-out may be employed by a different agency than the responding Deputies/Officers due to the collaborative nature of the Regional SWAT Team. The requesting agency shall establish overall command and direct supervision of Regional SWAT Team personnel for any incident in its jurisdiction; however, the assigned commander of the Regional SWAT team will have command of all tactical aspects and training activities. Any call-out is an assignment of temporary duty under Sections 29-5-103, 104 or 105, C.R.S.
8. The agency of jurisdiction will be responsible for PIO duties during call-outs.

Exhibit C
BATT Vehicle

2009 Ballistic Armored Tactical Transport Vehicle (BATT)

Vin: 1FDAF57Y09EA28484

1. Purchase. Purchase Price: \$125,000, payable as follows:

Chaffee County: \$50,000 (40%)

Town of Buena Vista: \$37,500 (30%)

City of Salida: \$37,500 (30%)

2. Title and Insurance.

The BATT Vehicle shall be titled and insured by: [insert Party here]. The parties agree to apportion insurance payments in the following manner:

Chaffee County: 40%

Town of Buena Vista: 30%

City of Salida: 30%

3. Maintenance.

The parties agree to the following maintenance schedule to ensure maximum operability of the BATT. Maintenance costs (including the replacement of recalled or worn parts, software upgrades and the like) shall be apportioned at 40% for Chaffee County and 30% respectively for the Town of Buena Vista and the City of Salida.