



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 05, 2023 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live

meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve August 15, 2023 Minutes

4. Approve Final Settlement for the 2023 Asphalt Maintenance Project

5. Approve Final Settlement for the 2023 Concrete Maintenance Project

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATIONS

6. Hispanic Month

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

7. **Resolution 2023-37** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

8. **Resolution 2023-38** 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

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- **Critelli, Kasper, Naccarato, Pappenfort, Pollock, Templeton**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph. 719-530-2630 at least 48 hours in advance.

Mayor Report
Treasurer Report
Attorney Report
Staff Reports
BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We affirm our support for women's rights, including equal pay, equal treatment under the law and in the workplace, and the right to determine choices that impact the direction and personal values of one's life, including all individuals' reproductive health choices.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
August 15, 2023 - 6:00 PM

Item 3.

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli
Council Member Harald Kasper
Council Member Alisa Pappenfort
Council Member Mike Pollock
Council Member Jane Templeton
Mayor Dan Shore
Treasurer Merrell Bergin

ABSENT

Council Member Dominique Naccarato

Civility Invocation

CONSENT AGENDA

Council Member Critelli moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Templeton.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

- Approve Agenda
- Approve August 1, 2023 Minutes
- Approve Crest Crank Special Event
- Approve Salida 76 Special Event
- Approve KHEN Special Event
- Approve Final Payment to Colorado Mechanical Systems for Aquatics Center Boiler Project
- Andrew Marks Notice of Intent to Terminate Airport Lease and Salida Soaring Co. Airport Lease Request
- Approval of Memorandum of Understanding for Management of Commonly Owned Property
- Approve 2023 Concrete Maintenance Project Change Order

CITIZEN COMMENT—Three (3) Minute Time Limit

Kay Duffy, Jerry Raski, Adam Martinez, Jerry Mallett, Rene Frazee, Kimi Uno, Nancy Wallace, Keith Gotschall, Kalen Steeves, James Flatten, Cassie Strid, Ben Gilling, "Salty" Riggs, Charles Philp, Charlie Luceno, and Rikki Bouchet spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Resolution 2023-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING THE CITY OF SALIDA COMPREHENSIVE PLAN AND FUTURE LAND USE MAP, PUBLIC HEARING

Mayor Shore opened the Public Hearing. Planning Director Bill Almquist presented the Resolution.

Ben Gilling spoke regarding the Resolution. Hearing no other comment, Shore closed the Public Hearing.

Council discussed the Resolution.

Council Member Kasper moved to approve the Resolution, Seconded by Council Member Templeton.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

Council Member Critelli moved to amend the Future Land Use Map between M and J Street on 1st to be categorized as Neighborhood Mixed-Use, Seconded by Council Member Pollock.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE AMENDMENT PASSED.

Council Member Kasper moved to amend the Future Land Use Map between D and H Street and 3rd and 4th Street to be categorized as Downtown Mixed-Use with the exception of the United States Postal Office on D Street and 3rd Street, Seconded by Council Member Critelli.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE AMENDMENT PASSED.

Council Member Kasper moved to amend changes to the Future Land Use Map and associated categories document that were offered by staff, to include more expansive Mixed-Use Center areas and additional focus on the intent for higher-density housing along Highway 50, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE AMENDMENT PASSED

Returning to the Resolution, as amended,

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Short Term Initiative Fees Concerning Taxes Rental Petition

Council Member Templeton moved to approve Resolution 2023-36, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, TO PLACE THE CITIZEN'S INITIATIVE ON THE NOVEMBER 7, 2023 BALLOT and amend the ballot title as listed below, Seconded by Council Member Kasper.

An initiated amendment to the City Code, to impose an occupation tax on short term rental operators in the City, in lieu of an otherwise applicable tax on renting rooms and accommodations, which new tax would be in the amount of: (a) an annual payment of \$540.00, to be paid by non-Chaffee County residents who own short term rental properties in the City, and (b) \$5.00 per bedroom in a short term rental, for each night that the rental is occupied, with the proceeds to be used to promote affordable housing in the City.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and the following additional details are provided for identification purposes: **Addressing 610 Walnut Street Property Issues**

Council Member Critelli moved to enter into Executive Session, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Critelli, Council Member Kasper, Council Member Pappenfort, Council Member Pollock, Council Member Templeton

THE MOTION PASSED.

Council entered into Executive Session at 8:13 p.m. and returned to the Regular Meeting and 8:41 p.m.

ADJOURN

Adjourned at 8:43 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE September 5, 2023
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ITEM

Council Action – Approve Final Settlement for the 2023 Asphalt Maintenance Project
 Consent Agenda

BACKGROUND

The 2023 Asphalt Maintenance Project included repaving and overlays at various locations due to the condition of the existing pavement. The City periodically performs a geotechnical investigation to evaluate asphalt conditions. This information is used to prioritize rehabilitation and establish the appropriate maintenance activity based on the condition.

FISCAL NOTE

City Council awarded a contract to Pavement Maintenance Services, Inc. on May 2, 2023, for the 2023 Asphalt Maintenance Project with a total project budget of \$357,000.00. The final project construction cost was \$361,043.00. The 10% retainage in the amount of \$36,104.30 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 29th and September 1st, 2023.

Pavement Maintenance Services, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Pavement Maintenance Services, Inc. in the amount of \$36,104.30 for the 2023 Asphalt Maintenance Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE September 5, 2023
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ITEM

Council Action – Approve Final Settlement for the 2023 Concrete Maintenance Project
 Consent Agenda

BACKGROUND

The 2023 Concrete Maintenance Project included curb and gutter, ADA ramps/crosswalk, cross pans, and sidewalk repairs and upgrades. The City periodically performs condition inspections to prioritize work activities.

FISCAL NOTE

City Council awarded a Construction Contract to Jarcco Construction, Inc. on March 7, 2023 for the 2023 Concrete Maintenance Project. A subsequent change order increased the scope of work with a total project budget of \$350,892.09. The final project construction cost was \$350,892.09. The 10% retainage in the amount of \$35,089.21 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 29th and September 1st, 2023

Jarcco Construction, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Jarcco Construction, Inc. in the amount of \$35,089.21 for the 2023 Concrete Maintenance Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”



Proclamation

DECLARING SEPTEMBER 15 – OCTOBER 15 AS NATIONAL HISPANIC HERITAGE MONTH

Whereas, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

Whereas, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

Whereas, Hispanic heritage holds an indelible place in the heart and soul of our Nation, and National Hispanic Heritage Month reminds us that the American identity is a fabric of diverse traditions and stories woven together. Since the beginning, our country has drawn strength and insights from Hispanic writers, scientists, soldiers, doctors, entrepreneurs, academics, and leaders in labor and government. Our culture has been enriched by the rhythms, art, literature, and creativity of Hispanic peoples. And our deepest values have been informed by the love of family and faith that is at the core of so many Hispanic communities. All of these contributions help us realize the promise of America for all Americans.; and

Whereas, the City of Salida is committed to supporting all members of our community.

Now, therefore, the City of Salida does hereby proclaim September 15 – October 15, 2023, as National Hispanic Heritage Month in the City of Salida.

Dan Shore, Mayor

Date



CITY COUNCIL ACTION FORM

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

Resolution 2023- 37 – Approving an Intergovernmental Agreement between the City of Salida and the Salida School District.

BACKGROUND

Since 2017, the City of Salida and the Salida School District have been operating under an Intergovernmental Agreement (IGA) to provide for a School Resource Officer (SRO) at schools within the District. In 2019, this IGA was amended to provide for a second SRO within the District as well as to strengthen bonds for the program. During the Covid-19 pandemic, staffing was reduced, and costs were borne solely by the City, in order to cover anticipated revenue decreases for the District. In addition, one SRO employed by the City left the organization, and other went on an extended leave, affecting SRO programming and scheduling.

In 2022 a new agreed upon IGA was written and agreed upon by both the City of Salida and Salida School District. Attached to this memo is Resolution 2023-37 and its accompanying IGA, prepared and reviewed by the City Attorney in conjunction with the District’s legal counsel. It is essentially the same IGA that was agreed upon in 2022. It includes best practices around hiring SROs, outlines performance review criteria for both the District and the Salida Police Department, better identifies the duties assigned to the SRO (including classroom instruction and presentations), and other similar topics. In discussions with the District, City staff is hopeful that this avoids any confusion that could arise around issues of school discipline versus issues of acts that may rise to the level of criminal activity. Finally, this clarifies the City’s responsibility around funding for the position based on current practices as opposed to the prior IGA, which included funding from the District. It should be noted that this IGA would not preclude the parties from agreeing on a different funding model in the future.

FISCAL NOTE

None

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2023-37 to approve a new Intergovernmental Agreement with the Salida School District for purposes of providing a School Resource Officer.



CITY COUNCIL ACTION FORM

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

A City Councilperson should state, "I move to approve Resolution 2023-37, approving an Intergovernmental Agreement between the City of Salida and the Salida School District", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION 2023-37
(Series of 2023)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

WHEREAS, the City of Salida and the Salida School District have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth-related problems; and

WHEREAS, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people, and in the prevention of delinquency; and

WHEREAS, the Salida City Council finds and determines that the best interest of the City will be served by entering into an Intergovernmental Agreement (“IGA”) with the Salida School District and authorizing the Mayor or City Administrator to execute he same on behalf of the City.

NOW THEREFORE, BE IT ORDAINED 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 IGA with the Salida School District, attached as Exhibit A and authorizes the Mayor or City Administrator to execute the IGA on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this _____ day of September, 2023.

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SALIDA AND THE SALIDA SCHOOL DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF SALIDA** ("City") and the **SALIDA SCHOOL DISTRICT R-32J** ("District") hereinafter referred to as "Party", and collectively referred to as "Parties."

WITNESSETH

WHEREAS, intergovernmental agreements to provide functions or services including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. 29-1-203; and

WHEREAS, there is often overlap between school discipline and law enforcement, and Colorado revised statutes provide legal guidance and framework for school resource officer ("SRO") programs and school discipline, including but not limited to the following laws:

- CRS 22-32-109.1 sets out School's authority and requirements for safe schools, and school discipline and response, including a requirement that School Board's implement proportionate disciplinary policies designed to reduce expulsions, out-of-school suspensions, and referrals to law enforcement, except such law enforcement referrals required by state or federal law.
- CRS 22-32-144 encourages Schools utilize restorative justice for interpersonal conflicts, such as bullying, verbal and physical conflicts, theft, damage to property, class disruption, personal and internet harassment, and attendance issues.
- CRS 22-32-146 governs notification to the School, obligations of the SRO to be familiar with School discipline, and SRO reporting obligations.
- CRS 22-32-147 prohibits the use of certain restraints on students in schools, and CRS 26-20-101 *et seq.* "Protection of Individuals from Restraint and Seclusion Act", and the regulations further implementing the use of restraints at 1 CCR 301-45,
- HB 22-1376, which added CRS 22-1-138 and 139 that details the reporting obligations for School discipline, and imposed additional requirements on SROs by amending CRS 24-31-312
- CRS 18-9-109(3), giving the building principal or other school administrator in charge of a building the authority to order removal of individuals who are disruptive to the educational process (though it is recognized that disruption may be inevitable if a building or any part thereof is designated as a crime scene)
- CRS 24-31-312 sets out P.O.S.T. standards for SROs including, training, hiring, and joint decision making between law enforcement and the School; and

WHEREAS, the City is a unit of local government and a political subdivision, and the District is a public school district and political subdivision; and

WHEREAS, the problems of delinquency, alcohol and substance abuse and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the City of Salida and the Salida School District have jointly developed a SRO Program to provide a school-based approach to the development of a positive relationship

between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth related problems; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty and young people and in the prevention of delinquency.

NOW, THEREFORE, in consideration of the above recitals and of mutual promises, covenants, and agreements of the "parties", the City and District hereby agree as follows:

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 Intergovernmental Agreement.

1. PURPOSE STATEMENT. It is understood and agreed that this Intergovernmental 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 Intergovernmental Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Intergovernmental Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Intergovernmental Agreement shall provide only for sharing of in-kind services and costs by the Parties in the achievement of a common mutual goal, said goal being the sharing of the information and resources to maximize the safety and security of the community and its children.

2. PROVISION AND SELECTION OF SROs.

a. The City shall provide through the Salida Police Department ("Department") one (1) SRO during the term of this Agreement. The City shall be the employer of the SRO and shall be responsible for notifying the SRO of his/her rights and obligations if any under the Family Medical Leave Act ("FMLA") and any similar state or federal laws, as applicable, and for providing each SRO with the applicable FMLA leave, sick leave, and other leave if and as mandated by applicable law.

b. SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the District who will be appointed by the District Superintendent of Schools and three (3) appointed by the City Chief of Police. The Chief of Police will provide the joint selection committee with the names of officers available and who have been deemed by the Department to have the aptitude, desire and intrinsic abilities to function as an SRO, and the Selection Committee will make the selections from such list and notify the Chief of Police of the selections. Barring unforeseen circumstances which would render any of the joint selection committee's selections impracticable, the officers selected by the joint selection committee will be assigned to the SRO positions; provided, however, the Chief of Police shall have the final say on all SRO appointments.

3. SRO COMPENSATION AND BENEFITS. The City will provide and be solely responsible for the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not limited to: sick leave (including FMLA leave as applicable), holiday leave, compensatory time, retirement compensation, disability

salary continuation, worker's compensation, unemployment compensation, life insurance and medical/dental insurance.

4. SRO FUNCTIONS AND DUTIES. Each SRO shall perform the following functions and duties:

- a. Subject to Sections 8 and 9 below, be present on location in his/her assigned building and/or exterior grounds from 7:45 a.m. through 4:15 p.m., Monday through Thursday when school is in session.
- b. Wear the identifiable City police uniform at all times while on duty as an SRO, as determined by the Department.
- c. Conduct regular periodic patrols of the assigned building, parking areas, grounds and related facilities.
- d. Attend (in police uniform) extra-curricular activities, such as athletic events and concerts, as requested.
- e. Participate in school meetings with students, parents, and staff as requested.
- f. Serve on "threat assessment" teams as requested and assist with monitoring and intervention with students who may constitute a threat of harm within the school setting or at school sponsored activities.
- g. Provide traffic control in connection with school functions and activities when necessary for the safety and protection of students and the general public.
- h. Provide classroom, assembly and meeting presentations as requested, using available educational resources, in the areas of alcohol and substance abuse, law related education, criminal justice orientation, delinquency prevention, community responsibility for students, parents and other groups associated with the schools.
- i. Provide physical intervention in safety emergencies involving staff and/or students.
- j. Become familiar with District policies, regulations, guidelines and codes of conduct. The SRO will abide by all relevant District policies except to the extent it would create a conflict with the SRO's responsibilities as a law enforcement officer.

5. SCHOOL DISCIPLINE.

a. While the SRO will not have primary responsibility to enforce the District's discipline policies and regulations, the SRO will intervene when available to prevent a disruption that would, if ignored, place students, faculty and staff at risk of harm, subject to the following conditions:

- i. When the SRO intervenes in a situation that the SRO does not deem to be a criminal incident, the SRO will take the student(s) involved to the principal's office for discipline to be administered by school officials.

- ii. Subject to subsection b. above, the SRO will follow and utilize the District's discipline policies and regulations when responding to school based disciplinary matters, and such matters shall be handled consistent with School's legal obligations in C.R.S. § 22-32-109.1 to implement proportionate disciplinary policies designed to reduce expulsions, out-of-school

suspensions, and referrals to law enforcement, except as such law enforcement referrals are required by state or federal law.

b. Neither the SRO nor the Department will file criminal or juvenile charges against a student for violations of the District's discipline policies and regulations, or for any conduct constituting grounds for suspension or expulsion under section 22-33-106, C.R.S. (set forth in Exhibit A, attached hereto) unless the District requests in writing that such charges be filed, except that Department procedure will be followed if a victim or victim's parent presses charges, and, regardless whether anyone presses charges, the following conduct shall not require a request by the District prior to filing criminal or juvenile charges:

i. Conduct that that would constitute unlawful sexual behavior, as defined in section 16-22-102 (9), C.R.S.,

ii. Conduct that would constitute a crime of violence, as defined in section 18-1.3-406, C.R.S., if committed by an adult, including but not limited to the commission of an act that would be assault pursuant to part 2 of article 3 of title 18, C.R.S., other than the commission of an act that would be third degree assault under section 18-3-204, C.R.S., if committed by an adult,

iii. The sale of a drug or controlled substance as defined in section 18-18-102 (5), C.R.S.,

iv. The commission of an act that, if committed by an adult, would be robbery pursuant to part 3 of article 4 of title 18, C.R.S.,

v. The commission of an act that, if committed by an adult, would be first or second degree arson pursuant to section 18-4-102 or section 18-4-103, C.R.S.

6. APPLICABLE PERSONNEL POLICIES. That it is understood and agreed to by the Parties that, as an employee of the City, the SRO shall be subject to all personnel policies and practices of the City and follow chain of command as set forth in the Department's Policies and Procedures manual.

7. CONFLICTING PROCEDURES. That it is understood and agreed to by the Parties that this IGA shall supersede and take precedence over any conflicting Department operating procedures or protocols. The City may adopt and implement any operating procedures and protocols which do not conflict with this IGA; provided that copies any such procedures or protocols which address circumstances under which police officers may be required to act and to coordinate with school officials shall be provided to the District, as soon as practicable after adoption or revision thereof.

8. LOCATIONS OF ASSIGNMENT. That it is understood and agreed to by both Parties that the Department will assign the SRO's to the Salida School District, to include the High School, Middle School and Elementary School. The time spent by the SRO in each school shall be divided to reflect the needs of all the schools, as determined by the Department and District.

9. SRO WORK SCHEDULE. That it is understood and agreed to by both Parties, the SRO will work a schedule, consistent with the City of Salida policies and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when schools are in session, the SRO will devote his/her full shift to the school calendar day, except for required duties such as court appearances. During the school's summer vacation, spring

break, holiday breaks, and other days when school is not in session, and the SRO is not involved in assigned School-related activities, the SRO will be assigned to duties in the Department. In the event of an emergency, as determined by the City, the SRO may be required to perform general law enforcement duties. The SRO shall attend in-service training conducted by the City scheduled throughout the year.

10. EQUIPMENT, UNIFORM, AND WEAPONS. The Department will provide the SRO with the following equipment:

- a. Police Vehicle. Department will provide this and agrees to provide all vehicle maintenance and insurance.
- b. Uniforms, Weapons, Tools needed for police work, all provided by the Department.
- c. Office Needs. The District agrees to provide adequate office space, accessible by the students and a computer for the SRO job duties.

11. EDUCATIONAL RECORDS. That it is understood and agreed to by the Parties that the District shall allow the SRO to inspect and copy any public record maintained by the school including student directory information, such as yearbooks and certain pages of a student's file on Infinite Campus. However, it is understood that the SRO or Department may not inspect and/or copy any confidential records, access of which is restricted to authorized school personnel only, except as follows:

- a. That it is understood and agreed to by the Parties that should information in a student's cumulative record be needed in an emergency to protect health or safety of the student or other individuals, school officials may disclose to the SRO the information needed to respond to the emergency situation based on the seriousness of the threat to the student's health and safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- b. The Parties may agree that the SRO will, among other duties, perform institutional services or functions for which the District would otherwise use employees, such as participation on threat assessment teams and consulting and intervening in certain school discipline situations. If the Parties so agree, the SRO shall be designated as a "school official" as authorized by 34 CFR § 99.31(a)(1)(B). While providing such services as a "school official" the SRO shall be under the direct control of the District with respect to the use and maintenance of education records disclosed to the SRO in the course of providing such services, and shall be subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Without limiting the foregoing and except as otherwise provided in this Agreement, the SRO shall not disclose any personally identifiable information to any other party without the prior consent of the parent or eligible student, and may use such personally identifiable information only for the purposes for which the disclosure was made, and shall otherwise comply with all applicable Federal and State laws governing confidentiality of records and information, including without limitation the Family Educational Rights and Privacy Act (FERPA), the Colorado Open Records Act (CORA) and any and all other laws pertaining to the protection of information regarding students and/or their families, and shall safeguard any personally identifiable information that is protected under FERPA or CORA, that the SRO has use of or has in the SRO's possession while performing services as a "school official" under this IGA.

c. In addition to and without limiting or changing the designation of the SRO as a "school official" if so designated for certain purposes under subparagraph b. above, the SRO shall be and hereby is designated as part of the District's "law enforcement unit" pursuant to 34 CFR § 99.8 that is officially authorized or designated by that agency or institution to (i) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; or (ii) maintain the physical security and safety of the agency or institution. It is acknowledged that records created and maintained by the SRO for a law enforcement purposes are not subject to FERPA.

12. CRIMINAL JUSTICE RECORDS. The Department and the SRO shall share student criminal justice records with the appropriate District representatives under the following conditions:

- a. When the District Superintendent or a Principal or Principal's designee of a District school requests the law enforcement records of a student who will be enrolled in his/her school.
- b. When information about a student rises to the level of public safety concern.
- c. When information about a student is required to fulfill the district's legal obligations.
- d. When information about a student is required by law to be disclosed to the District.

A request for confidential student law-enforcement records must be made in writing with an explanation of their use. Any confidential student law-enforcement records that are released to the District may not be shared with any other person or agency and are to be used only for the necessary District activities identified in the request.

13. INSURANCE AND INDEMNIFICATION.

- a. The Department shall purchase and maintain a general comprehensive police liability insurance policy with sufficient coverage for any acts or omissions that occur or claims that are made during the term of the Agreement.
- b. Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to defend, indemnify and hold the other Party (the "Indemnified Party"), its respective directors, elected officials, officers, employees and agents harmless from all third party claims, actions, proceedings, losses, damages, liabilities or expenses (including, but not limited to, reasonable attorneys' fees and witness costs) arising from or in connection with any (a) actual or asserted breach by the Indemnifying Party of any of its obligations under this IGA, or (b) actual or asserted violations of any applicable law or regulation by the Indemnifying Party or any of its directors, elected officials, officers, employees and agents, or (c) any actual or asserted act, omission, or negligence of the Indemnifying Party or its directors, elected officials, officers, employees and agents; provided, however, that the foregoing cross-indemnification agreement shall be limited by and subject to the following:
 - (i) Each Party retains all the rights, defenses and limitations upon liability available to such Party pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., and nothing herein shall be construed to waive or limit any such rights or defenses; and

(ii) Neither Party shall be required to defend, indemnify or hold harmless the other Party for any actual or asserted act, omission, violation, breach, or negligence of such other Party or its directors, elected officials, officers, employees and agents.

14. EVALUATIONS. Each SRO's effectiveness in the program will be evaluated by the District Superintendent at the end of each school term. The Principal of each building in which a particular SRO serves will provide input into the evaluation. A copy of the evaluations will be provided to the Department supervisor. The Department will use the Districts evaluations to assist in an annual department performance review. The evaluation report may include a recommendation to the Chief of Police that the SRO not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an SRO to a building and will make a good faith effort to address any concerns raised.

15. TERMINATION FOR CAUSE. Notwithstanding the prerogatives of the Chief of Police concerning the assignment of an SRO to a particular building, the District may terminate the services of any SRO at any time, without prior notice, for cause. "For cause" shall mean (1) the meaning given such phrase in any policies, rules, regulations or laws applicable to the performance and behavior of teachers in the District, (2) conduct which in the District's judgment constitutes misconduct; immoral behavior; falsification of records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to public schools in the State of Colorado; failure of any drug test; or mental incapacity. The District shall immediately notify the Chief of Police in writing of any such termination by the District and include in such notification a statement of the circumstances constituting cause. In the event that any SRO is removed for cause the City of Salida shall, if requested by the District, provide the District with a mutually agreeable replacement SRO as soon as practicable.

16. NOTICE. Notice 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 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 for delivery by the United States Postal Service.

If to the City: Russell Johnson, Chief of Police
Salida Police Department
448 E. 1ST St suite 274
Salida, CO 81201

If to the District: David Blackburn, Superintendent of Schools
Salida School District R-32J
627 Oak Street
Salida, CO 81201

17. CLAIMS. Any claim made against a Party or a Party's employee or agent as a result of any act or omission by that Party or its employee or agent, pursuant to the terms of this Agreement or the provisions of C.R.S. 29-5-103, 29-5-104 and 29-5-108, shall follow the provisions of Article 10, Title 24, C.R.S.

18. REQUIRED EXECUTION. The Parties covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

19. INDEPENDENCE OF PARTIES. The Parties enter into this Agreement as separate independent governmental entities and shall maintain such status throughout the term hereof.

20. APPLICABLE LAW. Each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado Law, the Rules and Ordinances of the City of Salida, and the ordinances, regulations and policies enacted by all Parties hereto.

21. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is expressed intention of the named Parties that any person other than the named Parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

22. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the Parties. The Parties shall not be bound by or 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 kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties.

23. SUBJECT TO APPROPRIATIONS. All obligations under this Agreement are subject to the appropriation process and budgeting requirements of Colorado Law.

24. COUNTERPARTS. This Agreement may be signed in counterparts and each Agreement shall be deemed an original and all the Agreements taken as a whole shall constitute the same instrument.

25. TERM. The term of this Agreement shall begin on August 8, 2023, and shall continue through May 31, 2024 unless mutually voided by both Parties in writing, or otherwise terminated as provided in paragraph 29 below.

26. COOPERATION AND GOOD FAITH. The Parties, agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this agreement and/or litigation.

27. TERMINATION. This Agreement may be terminated by either party by giving ninety (90) days' notice to the other Party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement, or upon the failure of the governing body of either Party to budget and appropriate sufficient funds to meet such Party's obligations hereunder in any fiscal year during the term hereof. Upon termination, any funds provided by the District shall be prorated and returned to the District.

28. REVIEW. This Agreement is subject for review by both Parties after appropriate notification by the other Party to create, adjust, or otherwise terminate the agreement at the conclusion of the 2023/2024 School Year.

29. PRESERVATION OF IMMUNITY. Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third Parties.

EXECUTED THIS ___ DAY OF September, 2022

CITY OF SALIDA

SALIDA SCHOOL DISTRICT R-32J

By: _____
Dan Shore, Mayor

By: MBL
David Blackburn, Superintendent

Date: _____

Date: 8/10/23

ATTEST:

Erin Kelley, City Clerk, City of Salida



CITY COUNCIL ACTION FORM

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

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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.