



COUNCIL COMMUNICATION

TO:	Mayor and Council
FROM:	Sam Watson
DEPARTMENT:	Police
DATE:	May 6, 2019
SUBJECT:	CB 18 - MOU City of Englewood and Arapahoe County Sheriff MARS truck

DESCRIPTION:

CB 18 - MOU City of Englewood and Arapahoe County Sheriff MARS truck

RECOMMENDATION:

Staff recommends approval of an ordinance authorizing a memorandum of understanding between the Arapahoe County Sheriff's Office and the City of Englewood to utilize a Mobile Adjustable Ramp System (MARS) truck in public safety instances requiring this equipment.

PREVIOUS COUNCIL ACTION:

There has been no previous council action regarding this memorandum of understanding.

SUMMARY:

The Arapahoe County Sheriff's Office received a grant through the Denver Urban Area Security Initiative (UASI) to acquire the MARS Truck. Per UASI, grant recipients are required to make the equipment available, have Memorandums of Understanding with participating agencies, and have participating agencies train on the truck and equipment. It is the intent of each of the Participating Agencies to have access to and request the MARS Truck. The mission is to provide each Participating Agency's community with responsive, highly trained, seamless response to serious incidents.

ANALYSIS:

The participating agencies (ACSO and EPD) maintain common training programs, protocols and procedures for tactical teams and response to serious incidents; and the participating agencies desire to benefit from the requested use of the MARS Truck to enhance the working relationship between each other and in order to improve safety and services to both communities.

All participating agencies will provide at a minimum, two (2) SWAT Officers to be trained by the Arapahoe County Sheriff's Office on the MARS Truck two (2) times per year. This training is to maintain proficiency and deployment utilization.

When the MARS Truck is called out from ACSO for an incident, an ACSO Special Operations supervisor and two operators trained and proficient in the use and deployment of the vehicle will respond to the incident. These individuals are only on scene to assist in deployment of the vehicle and operation of the ramp, not to become engaged in the incident. Beyond the use of the MARS Truck, the Arapahoe County Sheriff or his/her designee must approve any additional request to use ACSO Special Operations personnel as a functional component to supplement

the manpower of the participating agency's primary team on any incident. This request would fall under mutual aid requirements and standards.

FINANCIAL IMPLICATIONS:

The participating agency (Englewood Police Department) shall be responsible for all costs to repair any damage, other than normal wear and tear, to the MARS Truck resulting from use by such party's employees, volunteers, agents and/or contractors.

ALTERNATIVES:

The alternative is not to have this MOU with ACSO and not being able to utilize the MARS truck in a public safety incident.

CONCLUSION:

Staff recommends approval of this ordinance.

ATTACHMENTS:

Council Bill #18
Memorandum of Understanding

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2019

COUNCIL BILL NO. 18
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO, ACTING ON BEHALF OF THE ARAPAHOE COUNTY SHERIFF'S OFFICE (ACSO) AND THE LAW ENFORCEMENT AGENCIES IN THE NORTH CENTRAL REGION/URBAN AREA SECURITY INITIATIVE (NCR/UASI) THAT HAVE COMMAND OVER SINGLE OR MULTI AGENCY TACTICAL TEAMS: ADAMS COUNTY SHERIFF'S OFFICE, AURORA POLICE DEPARTMENT, BOULDER COUNTY SHERIFF'S OFFICE, BOULDER POLICE DEPARTMENT, BROOMFIELD POLICE DEPARTMENT, CLEAR CREEK COUNTY SHERIFF'S OFFICE, COMMERCE CITY POLICE DEPARTMENT (COMMERCE CITY-BRIGHTON SWAT), DENVER POLICE DEPARTMENT (DPD), DOUGLAS COUNTY SHERIFF'S OFFICE, ENGLEWOOD POLICE DEPARTMENT, GREENWOOD VILLAGE POLICE DEPARTMENT, JEFFERSON COUNTY SHERIFF'S OFFICE, LAKEWOOD POLICE DEPARTMENT (WEST METRO SWAT), LITTLETON, POLICE DEPARTMENT, THORNTON POLICE DEPARTMENT (NORTHGLENN-THORNTON SWAT), WESTMINSTER POLICE DEPARTMENT, ("PARTICIPATING AGENCY") (COLLECTIVELY, "PARTICIPATING AGENCIES" OR "PARTIES"), IN CONNECTION WITH THE USE OF THE MOBILE ADJUSTABLE RAMP SYSTEM (MARS) TRUCK.

WHEREAS, the Arapahoe County Sheriff's Office received a grant through the Denver Urban Area Security Initiative (USAI) to acquire a Mobile Adjustable Ramp System truck (MARS);

WHEREAS, the MARS truck allows for the insertion of tactical response team officers and rescue personnel into varying heights of buildings and structures through the use of hydraulic ramps;

WHEREAS, the intent of each of the participating agencies is to have access to and request the MARS truck to provide each agencies community with a highly trained team to respond to serious incidents;

WHEREAS, all participating agencies will provide a minimum of two (2) SWAT officers to be trained by the Arapahoe County Sheriff's Office in the use of the MARS truck twice a year, to maintain proficiency and deployment utilization;

WHEREAS, the Parties are authorized to enter into this MOU pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., C.R.S., as the power to provide police services is authorized to both;

WHEREAS, the Participating Agencies maintain common training programs, protocols and procedures for tactical teams and response to serious incidents;

WHEREAS, the Participating Agencies desire to benefit from the requested use of the MARS Truck to enhance the working relationship between each other and in order to improve safety and services to both communities; and

WHEREAS, the passage of this Ordinance authorizes an Memorandum of Understanding between the Board of County Commissioners of Arapahoe County, State of Colorado, acting on behalf of the Arapahoe County Sheriff's Office (ACSO) and the law enforcement agencies in the North Central Region/Urban Area Security Initiative (NCR/UASI) that have command over single or multi agency tactical teams: Adams County Sheriff's Office, Aurora Police Department, Boulder County Sheriff's Office, Boulder Police Department, Broomfield Police Department, Clear Creek County Sheriff's Office, Commerce City Police Department (Commerce City-Brighton SWAT), Denver Police Department (DPD), Douglas County Sheriff's Office, Englewood Police Department, Greenwood Village Police Department, Jefferson County Sheriff's Office, Lakewood Police Department (West Metro SWAT), Littleton, Police Department, Thornton Police Department (Northglenn-Thornton SWAT), Westminster Police Department, ("Participating Agency") (collectively, "Participating Agencies" or "Parties"), in connection with the use of the Mobile Adjustable Ramp System (MARS) Truck.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes a Memorandum of Understanding between the Board of County Commissioners of Arapahoe County, State of Colorado, acting on behalf of the Arapahoe County Sheriff's Office (ACSO) and the law enforcement agencies in the North Central Region/Urban Area Security Initiative (NCR/UASI) that have command over single or multi agency tactical teams: Adams County Sheriff's Office, Aurora Police Department, Boulder County Sheriff's Office, Boulder Police Department, Broomfield Police Department, Clear Creek County Sheriff's Office, Commerce City Police Department (Commerce City-Brighton SWAT), Denver Police Department (DPD), Douglas County Sheriff's Office, Englewood Police Department, Greenwood Village Police Department, Jefferson County Sheriff's Office, Lakewood Police Department (West Metro SWAT), Littleton, Police Department, Thornton Police Department (Northglenn-Thornton SWAT), Westminster Police Department, ("Participating Agency") (collectively, "Participating Agencies" or "Parties"), in connection with the use of the Mobile Adjustable Ramp System (MARS) Truck, attached hereto as Exhibit A.

Section 2. The Chief of Police of the City of Englewood is hereby authorized to sign said Memorandum of Understanding for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of May, 2019.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of May, 2019.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of May, 2019 for thirty (30) days.

Linda Olson, Mayor

ATTEST:

Stephanie Carlile, City Clerk

I, Stephanie Carlile, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Bill for an Ordinance introduced, read in full, and passed on first reading on the 6th day of May, 2019.

Stephanie Carlile

MEMORANDUM OF UNDERSTANDING
REGARDING Arapahoe County SO Mobile Adjustable Ramp System (MARS)
Truck for Tactical Operations

This Memorandum of Understanding (“MOU”) is being executed this ___ day of _____, 2019, between the Board of County Commissioners of Arapahoe County, State of Colorado, acting on behalf of the Arapahoe County Sheriff’s Office (ACSO) and the law enforcement agencies in the North Central Region/Urban Area Security Initiative (NCR/UASI) that have command over single or multi agency tactical teams: Adams County Sheriff’s Office, Aurora Police Department, Boulder County Sheriff’s Office, Boulder Police Department, Broomfield Police Department, Clear Creek County Sheriff’s Office, Commerce City Police Department (Commerce City-Brighton SWAT), Denver Police Department (DPD), Douglas County Sheriff’s Office, Englewood Police Department, Greenwood Village Police Department, Jefferson County Sheriff’s Office, Lakewood Police Department (West Metro SWAT), Littleton, Police Department, Thornton Police Department (Northglenn-Thornton SWAT), Westminster Police Department, (“Participating Agency”) (collectively, “Participating Agencies” or “Parties”), in connection with the use of the Mobile Adjustable Ramp System (MARS) Truck.

WHEREAS, the Participating Agencies maintain common training programs, protocols and procedures for tactical teams and response to serious incidents; and

WHEREAS, the Participating Agencies desire to benefit from the requested use of the MARS Truck to enhance the working relationship between each other and in order to improve safety and services to both communities; and

WHEREAS, the Parties are authorized to enter into this MOU pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.*, C.R.S., as the power to provide police services is authorized to both; and

NOW THEREFORE, in consideration of the covenants, considerations and mutual promises contained herein, the sufficiency of which are acknowledged and confessed, the Participating Agencies agree to adhere to the following Urban Area Security Initiative (UASI) commitments, terms and conditions during the term of this MOU:

1. Background. The ACSO received a grant through the Denver Urban Area Security Initiative (UASI) to acquire the MARS Truck. Per UASI, grant recipients are required to make the equipment available, have Memorandums of Understanding with participating agencies, and have participating agencies train on the truck and equipment.

2. Purpose and Mission. It is the intent of each of the Participating Agencies to have access to and request the MARS Truck. The mission is to provide each Participating Agency's community with responsive, highly trained, seamless response to serious incidents.

3. General Operating Procedures.
 - a. Training. All Participating Agencies will provide at a minimum, two (2) SWAT Officers to be trained by the ACSO on the MARS Truck two (2) times per year. This training is to maintain proficiency and deployment utilization.

 - b. Arapahoe County Sheriff's Office Role. When the MARS Truck is called out from ACSO for an incident, an ACSO Special Operations supervisor and two operators trained and proficient in the use and deployment of the vehicle will respond to the incident. These individuals are only on scene to assist in deployment of the vehicle and operation of the ramp, not to become engaged in the incident.
 - (1) Beyond the use of the MARS Truck, the Arapahoe County Sheriff or his/her designee must approve any additional request to use ACSO Special Operations personnel as a functional component to supplement the manpower of the Participating Agency's primary team on any incident. This request would fall under mutual aid requirements and standards.

 - c. Repairs. The Participating Agency shall be responsible for all costs to repair any damage, other than normal wear and tear, to the MARS Truck resulting from use by such Party's employees, volunteers, agents and/or contractors.

 - d. Liability. Each Participating Agency shall be responsible for its own negligence hereunder to the extent provided by law. No Participating Agency shall be deemed to be an agent for the other Party to this Agreement. Nothing in this MOU shall be construed as a waiver of the Colorado Governmental Immunity Act.

4. Subject to Local Laws; Venue. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, and the County of Arapahoe, and the ordinances, regulations, and executive orders enacted and/or promulgated pursuant thereto. Venue for any action arising hereunder shall be in the County of Arapahoe, Colorado.

5. Third Party Beneficiary. This Agreement is made solely for the benefit of the Parties hereto and is not intended, nor shall it be deemed, to confer, give, or allow any rights or claim or rights of action by any person or entity not signatory hereto.

6. Termination. This Agreement may be terminated at any time by written notification by any of the Parties hereto.

7. No Waiver of Governmental Immunity. The Parties are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other right, immunity or protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq. C.R.S. or otherwise available to the Parties, their officers or employees.

8. Injuries. All injuries sustained by any employee of a Participating Agency on a serious incident will be handled as an on-duty injury and will be reported to the employee's Participating Agency. ACSO shall not be responsible for providing medical treatment to employees of the Participating Agencies.

9. Complete Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written between the parties. No change, amendment, or waiver of any of the terms or provisions of this Agreement shall be valid or binding unless the same has been approved in writing.

10. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provisions of this Agreement is by the courts held 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.

11. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

13. Independent Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Each party shall be responsible for any employee benefits, including worker's compensation, for its own employees.

14. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date set forth above.

Sheriff, Arapahoe County

Tyler S. Brown, Sheriff

Date: _____

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Sheriff, Adams County

Richard Reigenborn, Sheriff

Date: _____

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Chief of Police, City of Aurora

Nicholas Metz, Chief

Date: _____

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Sheriff, Boulder County

Joe Pelle, Sheriff

Date: _____

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Chief of Police, City of Boulder

Greg Testa, Chief

Date: _____

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Chief of Police, City of Broomfield

Gary Creager, Chief

Date: _____

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Sheriff, Clear Creek County

Rick Albers, Sheriff

Date: _____

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Chief of Police, Commerce City

Clint Nichols, Chief

Date: _____

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Chief of Police, City of Denver

Paul Pazen, Chief

Date: _____

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Sheriff, Douglas County

Tony Spurlock, Sheriff

Date: _____

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Chief of Police, City of Englewood

John Collins, Chief

Date: _____

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Chief of Police, City of Greenwood Village

Dustin Varney, Chief

Date: _____

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Sheriff, Jefferson County

Jeff Shrader, Sheriff

Date: _____

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Chief of Police, City of Lakewood

Dan McCaskey, Chief

Date: _____

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Chief of Police, City of Littleton

Doug Stephens, Chief

Date: _____

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Chief of Police, City of Thornton

Randy Nelson, Chief

Date: _____

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Chief of Police, City of Westminster

Tim Carlson, Chief

Date: _____

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