



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: TOM WICKMAN, CHIEF OF POLICE

RE: MUNICIPAL EMERGENCY RESPONSE TEAM (MERT) IGA

DATE: NOVEMBER 30, 2021

Since 1999 Summit County has had an Intergovernmental Agreement (IGA) for a combined Special Weapons and Tactics Team (SWAT). All Summit County Law Enforcement agencies, with the exception of Blue River, participated in this SWAT team and were signatories of this original IGA. Over the years this IGA has been revised and readopted by the governing boards, including Blue River, of all participating agencies. The last revision and re-adoption was January 1, 2014. On April 1, 2021, Summit County Sheriff FitzSimons formally withdrew from the SWAT IGA.

Background

Since the Summit County Sheriff's office withdrew from the Special Weapons and Tactical (SWAT) agreement, this has left the area without an organized, trained team of law enforcement personnel to respond to threats and emergencies immediately in the county.

Since the separation, the Towns of Blue River, Dillon, Frisco and Silverthorne have been working together to develop a new team focused on providing an immediate response to the communities of Summit County. The collaborative effort is known as MERT (Municipal Emergency Response Team) will consist of law enforcement from each jurisdiction sharing resources and training. Safety of the communities is the top priority for all law enforcement agencies within the towns and county. This specialized team will be able to respond immediately to any active community threat.

At this time the Summit County Sheriff's office and the Town of Breckenridge are not members of MERT although it is hoped that all the towns and county will once again work together for the safety of the community under this new model. The agreement between the participating towns is expected to be finalized by the end of the year.

Summit County has not been immune from intense encounters over the years. These types of calls are sometimes beyond the scope of patrol officers, and therefore at times require a specially trained tactical response team. It is our intent to form a MERT that will increase our capacity and capability to address these incidents in a professional manner should they arise.

The team will be comprised of Officers from Frisco, Dillon, Blue River and Silverthorne. Each town will provide law enforcement personnel for the team and will share resources, training and equipment. Our intent for the team is to respond to any active community threat or complex event that threatens the safety of our collective communities.

SWAT teams or emergency response teams according to the National Tactical Officers Association (NTOA) are classified at different levels dependent on the team's capabilities and training. These teams are ranked by their capabilities as follows: Tier 1, Tier 2, Tactical Response Team and Perimeter Control and Containment Teams. We expect our team to become a Tactical Response Team. The purpose of this level of team is to respond and be capable of handling barricaded subjects, high risk warrant service and high risk apprehension.

The attached draft MERT IGA has been reviewed by attorneys for the towns of Frisco, Dillon, Blue River and Silverthorne. Each town council will be receiving the draft MERT IGA and making revisions. We are asking the Town Council to do the same with this draft. We will be presenting an updated IGA in the near future for final execution.

Attachments

MERT (Municipal Emergency Response Team IGA)
Letter of withdrawal from Sheriff FitzSimons
Summit Daily Article

JAIME FITZSIMONS
SHERIFF



PETER HAYNES
UNDERSHERIFF

OFFICE OF THE SUMMIT COUNTY SHERIFF

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Office: (970) 453-2232 • Fax: (970) 453-7329 • www.SummitSheriffCO.com

**To: Breckenridge Police Chief Jim Baird
Frisco Police Chief Tom Wickman
Silverthorne Police Chief John Minor
Dillon Police Chief Cale Osborn**

From: Sheriff Jaime FitzSimons

A blue ink signature of Sheriff Jaime FitzSimons, written in a cursive style.

Date: April 01, 2021

**Re: INTERGOVERNMENTAL AGREEMENT Dated January 1, 2014
(Summit County Special Weapons and Tactics and Negotiations Team) (SWAT)**

In accordance with the provisions of Section 15 of the **INTERGOVERNMENTAL AGREEMENT Dated January 1, 2014 (Summit County Special Weapons and Tactics and Negotiations Team) (SWAT)**, I am hereby providing a 30 day written notice of termination of participation by the Summit County Sheriff's Office.

15. Any Party hereto may terminate its participation in this IGA with or without cause upon thirty (30) days prior written notice to the other Party. This IGA shall remain in force and effect with respect to the remaining parties.

**INTERGOVERNMENTAL AGREEMENT
(Municipal Emergency Response Team)
(MERT)**

This Intergovernmental Agreement is made and entered into among the Town of Blue River, Colorado ("Blue River") the Town of Dillon, Colorado ("Dillon"), the Town of Frisco, Colorado ("Frisco"), and the Town of Silverthorne, Colorado ("Silverthorne"), hereinafter referred to as the "Parties" and is effective _____ 2021.

WITNESSETH:

WHEREAS, the Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services; and,

WHEREAS, emergencies may arise, in one or another of the jurisdictions of the Parties, which may be of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle with its own resources; and,

WHEREAS, it is in the best interest of each of the Parties to maintain uniform equipment, training, policies and procedures, and personnel standards, pertaining to each other's tactical and negotiations team so that each may have the service of the other Parties to aid and assist it in exceptional instances when other than standard police procedures and weapons are required; and,

WHEREAS, the Parties desire to establish and implement a joint Blue River, Dillon, Frisco, and Silverthorne Municipal Emergency Response Team – hereinafter referred to as the MUNICIPAL EMERGENCY RESPONSE TEAM, (MERT) and,

WHEREAS, other parties who provide similar services and maintain similar equipment may, in the future, desire to be included in this Agreement; and,

WHEREAS, establishment of joint MERT Team through this Intergovernmental Agreement ("IGA") serves a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Towns of Blue River, Dillon, Frisco, and Silverthorne.

NOW THEREFORE, for and in consideration of the promises and covenants of the Parties set forth herein, it is mutually agreed by and between each of the Parties as follows:

1. Provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended from time to time throughout the term of this IGA, are incorporated herein by this

reference. The Statute shall control in the event of a conflict between the Statute and this Agreement.

2. It is understood and agreed that this IGA provides for the joint exercise by the Parties of the function or service provided herein but does not establish a separate legal entity to do so, nor does this IGA establish any employee of any Party as an employee or agent of any other Party for any purpose whatsoever. This IGA shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being the joint development of MERT, to be utilized in exceptional instances when other than standard police procedures, weapons and response are required.
3. Each Party agrees, subject to the limitations herein set forth, to aid and assist the other, by causing and permitting its designated group of law enforcement personnel who are selected, trained, and equipped to work as a coordinated MERT Team to be used in responding to resolve critical incidents that are so hazardous, complex, or unusual that they may exceed the capabilities of first responders or investigative units which occur in the jurisdiction of the other. Critical incidents include but are not limited to barricaded armed individuals, hostage situations, execution of high-risk warrant service, riotous crowd control, threat of potential sniper activities, terrorist incidents, or other exceptional instances when other than a standard police response. The need for such aid and assistance shall be determined by the Party's respective Chiefs of Police, or their designee's requesting assistance, and upon such a request the Parties agree that the Party receiving such a request must respond as timely as possible. It is understood and agreed that each Party shall maintain appropriate personnel and funding in support of this IGA. All Parties shall, however, be excused from making their equipment or services available to the other in the event of the need of such equipment or manpower in their respective jurisdictions. A Party's decision as to availability or equipment or services shall be conclusive.
4. Each Party shall establish, maintain, and implement mutually agreed upon policies and procedures governing uniform equipment, training and personnel standards required to operationalize this IGA, subject to the following:
 - a. A governing board shall be maintained to establish uniform policies, rules, procedures and promulgate such, establish an annual operating budget to provide funds for equipment, weapons, ammunition, uniforms, training, and personnel costs and oversee operational and administrative matters of concern to MERT, referred to as the "Governing Board." The Governing Board shall include the

Parties' Chiefs of Police or designee of each town or his/her designee. The operating budget shall be subject to annual approval by each Party's governing body. (REVIEWED ANNUALLY IN JUNE/JULY)

- b. The Parties' Chiefs of Police shall be unanimous in agreement with the selection or appointment of each Party's MERT members prior to operationalizing this joint MERT IGA. The Commander's appointment will be through a formal selection process outlined in the MERT Policies, and all such MERT Policies shall be mutually agreed upon by the respective Parties. The MERT Commander's recommendation for selection or appointment of Team members shall be considered as part of the decision-making process.
- c. Personnel assigned or appointed to the tactical team portion of the MERT Team shall successfully pass and maintain mutually agreed upon performance standards such as firearm qualifications and physical fitness standards. Personnel assigned or appointed to the negotiation team MERT shall not be required to complete physical fitness standards; however, they shall be required to maintain the performance standards for firearm qualifications set by the Parties respective law enforcement agency. All MERT members shall maintain all other mutually agreed upon performance standards established by each Party's Chief of Police of his/her law enforcement agency.

- d. Personnel who have passed the performance standards are not eligible for appointment to MERT unless the Parties' Chiefs of Police all agree to such assignment. The MERT Commander's recommendation for appointment of Team members shall be considered as part of the decision-making process. Any personnel assigned to MERT shall be removed from MERT at any time, after consideration of the facts, a recommendation from the MERT Commander and a majority vote of the Governing Board (as hereafter defined). A MERT Commander or Team Leader shall be removed from their respective leadership positions, after a consideration of the facts, and a majority vote of the Governing Board.
- e. A Party's Chief of Police may remove any assigned personnel to MERT under their direct command with or without cause.
- f. It is understood and agreed that such mutually agreed upon policies and procedures shall require that each Party shall maintain a level of personnel and equipment necessary to safely and effectively deploy MERT during exceptional instances and/or to resolve critical incidents that are so hazardous, complex, or unusual that they may exceed the capabilities of first responders or investigative units and when other than a standard police response is required to meet its obligations under this Agreement.
- g. Personnel assigned to MERT shall be subject to the supervision of the supervisory and command personnel assigned to MERT regardless of which

Party assigned personnel to the MERT Team

- h. It is understood and agreed that the MERT Team Commander may recommend discipline or removal to the Governing Board as a direct result of personnel's involvement or participation in MERT . Should disciplinary action be recommended it shall be undertaken or declined at the sole and exclusive discretion and responsibility of the person's respective agency. The person's continued membership in MERT , however, shall be subject to approval of the majority vote of the Governing Board.
5. It is understood and agreed that in the event that the MERT Team is requested by a Party, MERT will be mobilized by the MERT Commander, or his/her designee, who will then discuss and agree to incident objectives with the head of the Party (AND/ OR DESIGNEE) or the on-scene Incident Commander. It is further understood and agreed that during all authorized MERT missions the MERT Commander reports to the Incident Commander. The Incident Commander will not make specific tactical decisions. The on-scene Incident Commander retains overall responsibility for patrol personnel, outer containment, logistical support, and Public Information (PIO) designee.
6. Each Party shall, always, be responsible for its own costs incurred in the execution of this IGA.
7. The Parties will mutually agree to an equal sum to be placed into an account annually. The purpose of this fund is to offset costs associated with the MERT team, to include, but not limited to, training and equipment costs associated with functioning of the team.
8. One agency will be designated to "house" the account and provide documentation of the expenditures to be made available to any contributing entity at any time. In the event of the dissolution of this team, the balance of the funds in the account will be disbursed on an equal basis. If one entity leaves the team, a disbursement of 25% of the funds will be disbursed. New participants in this IGA shall be permitted with written amendment hereto, approved by all Parties.

Commented [MH1]: ...lack of...

9. All equipment mutually acquired or purchased by the team will remain the property of the team. If the team is dissolved, all mutually held equipment will be disposed of in an agreed upon manner by the team members prior to dissolution.
10. Any claims against any Party, their Boards, Councils, employees, or agents incurred as a result of any act or omission by that Party or its employees and agents pursuant to the terms of this IGA, or the provisions of C.R.S. §§ 29-5-103, 29-5-104 and 29-5-108, shall be subject to the provisions of Article 10, Title 24 C.R.S.
11. Each Party shall provide the other Parties written evidence of general liability and police professional liability coverage for an amount not less than the limits of liability provided by the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., (as amended from time to time throughout the term of this IGA) for protection from claims for bodily injury, death, property damage or personal injury which may arise during the term of this IGA. Membership by a Party in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) or the equivalent Municipal government insurance pool shall satisfy this requirement. Receipt of such evidence shall be acknowledged by each Party prior to the commencement of this IGA, and on each annual renewal of such insurance policies.
12. It is understood and agreed by the Parties hereto that if any part, term or provision of this IGA is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.
13. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of all Parties, and the ordinances and regulations enacted pursuant thereto.
14. This IGA shall be binding upon the successors and assigns of each of the Parties hereto, except that no Party may assign any of its rights or obligations hereunder, without the prior written consent of all the other Parties.
15. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any third person to this IGA. It is the expressed intention of the named Parties that any person other than the named Parties receiving services or benefits under this IGA shall not be deemed to be a third-party beneficiary of this IGA.
16. The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.

17. This IGA 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 IGA shall be valid unless reduced to writing and signed by all Parties.
18. Any Party hereto may terminate its participation in this IGA with or without cause upon thirty (30) days prior written notice to the other Party. This IGA shall remain in force and effect with respect to the remaining parties. Violations of any section herein may result in exclusion to a "Party" in writing, unanimously agreed upon by the Governing Board.
19. Notwithstanding anything herein contained to the contrary, each of the Party's obligations under this IGA are expressly subject to an annual appropriation being made by such Party's governing body in the amount sufficient to allow such Party to perform its obligations hereunder. No Party's obligations hereunder shall constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
20. The intergovernmental agreement between the Parties related to the formation of SWAT, dated October 27th, 1999, and the modified Memorandum of Understanding, dated November 29th, 2004, and the IGA dated January 1st, 2014, is hereby terminated.

Effective on the date first written above:

TOWN OF SILVERTHORNE

By: _____
Anne Marie Sandquist, Mayor

ATTEST:

Michele Miller, Town Clerk

TOWN OF FRISCO

By: _____
Hunter Mortensen, Mayor

ATTEST:

Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowra, Mayor

ATTEST:

Town Clerk

TOWN OF BLUE RIVER

By: _____
Toby Babich, Mayor

ATTEST:

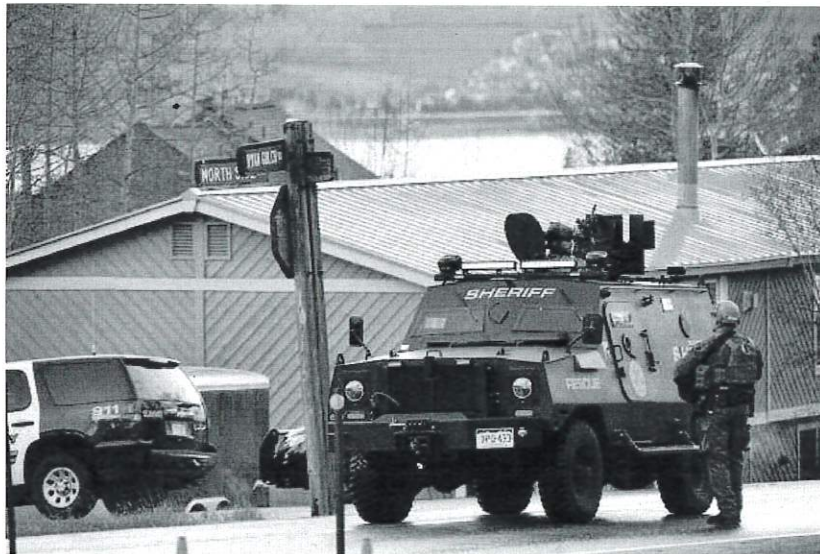
By: _____
Town Clerk

Summit County police departments work to establish emergency response team

Crime and Public Safety **FOLLOW CRIME** | 15h ago



Sawyer D'Argonne **FOLLOW**
sdargonne@summitdaily.com



The Summit County Combined SWAT team responds to an incident in Wildernest in 2017. Police chiefs in Blue River, Dillon, Frisco and Silverthorne are working to set up a new team called the Municipal Emergency Response Team.

Eli Pace/Summit Daily News archive

Local law enforcement agencies are working to start a Municipal Emergency Response Team to respond to critical incidents within the county, which will serve as something of a replacement for the Summit County Combined SWAT team that was dissolved earlier this year.

The SWAT team had been operating since 1999 as part of an intergovernmental agreement between the Summit County Sheriff's Office and the police departments in Breckenridge, Dillon, Frisco and Silverthorne. In general, the group was specially trained to handle some of the most dangerous situations that could potentially pop up, including barricaded armed individuals, hostage situations, the execution of high-risk warrants, terrorists threats and more.

In April of this year, the Sheriff's Office chose to withdraw from the agreement. Summit County Sheriff Jaime FitzSimons said he'd been planning the move for some time but was forced to put it off due to the pandemic. He said he felt the SWAT team historically had difficulty maintaining adequate staffing. Instead of having to mobilize officers from five jurisdictions — some living outside of the county — FitzSimons said his office could provide just as good of a response, if not better, by dedicating the time and money that went into training SWAT team members to his own deputies.

"I've got patrol deputies that are able to respond from their houses with their equipment in their cars that can be called anytime day or night and respond in force if we had some critical incident," FitzSimons said. "So my philosophy is if I can train everybody to a basic tactical response that we would be able to resolve most incidents ourselves, and incidents that we wouldn't be able to resolve anyways we'd be able to hold and call in a team from a surrounding sheriff's office."

In the event of a critical situation, local police currently would stabilize the scene and wait for help from more robust and better-equipped teams out of Jefferson or Eagle counties, unless the situation required them to act more quickly.

FitzSimons said the county's combined SWAT team was not dispatched in 2020 and responded to 10 calls between 2017 and 2019. He said his office currently has 32 deputies, who have all been trained in "small team tactics" and who carry their tactical equipment in their patrol vehicles at all times.

"It's an immense amount of training and time and equipment and money that you're putting into (the SWAT) team — for what benefit?" FitzSimons said. "Now if I take that money, time and training and I spread it out over all of my staff, it's a better bang for the public's buck. For Summit County, it's a safer, more direct response."

The Breckenridge Police Department is taking a similar approach. Chief Jim Baird said that when he took over the department in 2018, the SWAT team existed largely "on paper only," noting attendance issues, inconsistent training and regular turnover among members.

Once the Sheriff's Office decided to withdraw from the program — and with other SWAT members planning to leave from his own department — Baird said he didn't believe the team still made sense.

"A tactical team is something that you really have to make sure you're doing it right because if you deploy a group that's not properly equipped, not properly trained, they could actually make a situation worse," Baird said. "So I had to reevaluate whether or not I was comfortable with the makeup of the group, the size of the group and if I thought it could continue to go forward. In my estimation, it wasn't going to be successful."

Baird shared a similar sentiment as FitzSimons, saying that instead of providing highly specialized training for a few individuals, it made more sense to give some advanced training to all of the department's officers. He noted that in any event where officers would be compelled to act immediately — such as an active shooter — they wouldn't have time to wait for a SWAT team to be deployed anyway, so patrol officers should be better prepared to act.

Baird said his officers would undergo the same training as the Sheriff's Office deputies later this month.

But several jurisdictions in the county do feel that it's a necessity to have a specialized team ready to respond to any critical incidents, especially in an isolated area like Summit County, where a winter storm could prevent an out-of-county SWAT team from arriving in a timely manner.

In comes the Municipal Emergency Response Team, which will be composed of officers from the towns of Blue River, Dillon, Frisco and Silverthorne, though the police departments say they'd welcome members from the Sheriff's Office and Breckenridge police should they decide to join in the future.

"The bottom line is obviously communities from time to time have a need for these services," Silverthorne Police Chief John Minor said. "We've been surrounded over the years by incidents that have occurred, so we felt it was necessary to have some sort of tactical response in our community where we can share resources, and this seemed like the right thing to do for our community. So we're going to explore it and see where we go."

Despite few deployments of the former SWAT team historically, Minor said he felt like a critical incident in the county was a matter of when, not if. He said the county's law enforcement had an obligation to try to put a specialized team together, pointing to tragedies like the 2004 Granby bulldozer rampage, the 2006 Platte Canyon High School hostage crisis in Park County and the Boulder King Soopers shooting earlier this year.

The process is still in the early stages. Frisco Police Chief Tom Wickman said Frisco has already drafted a new intergovernmental agreement for the team, which is being reviewed by town attorneys in Blue River, Dillon and Silverthorne. Once the new agreement is in place — likely by early next year — officials in each jurisdiction will agree on its structure, put a commander in place, recruit members and start training.

The team will likely be composed of 15 to 20 members. Both Wickman and Minor said they were hoping to have five officers involved initially. Dillon Police Chief Cale Osborn said he was planning on having four, and Blue River Police Chief Ahmet Susic said his department is hoping to contribute another officer or two.

The timeline on when the team would be operational is still unclear, but the consensus among members seems to be somewhere between six months and a year.

"It's a pretty daunting task of getting any type of unit like that together, just because there are so many moving parts to it," Osborn said. "You're talking about policies and bringing together four different agencies. ... I think six (months) in a perfect world and 12 pretty realistically."

Wickman said the most crucial aspect of the team is allowing the officers to regularly train together so they're on the same page when a critical incident emerges.

"The key component to a municipal response team is that they need to train together over and over to get the repetitions in to know what they're going to do with one another in a given situation that is stressful," Wickman said. "We cover each other a lot in the county, and you're not really sure what the other person is going to do. ... This team provides a forum so that the repetition is there, and they'll know how to work with one another."

The police chiefs taking part in the program likened it to a tool in the toolbox you rarely use but one you hope you have when it's needed.

"It's critical we have this team," Wickman said. "We have a backup team with Avon and a backup team with Jeffco, but can you imagine if something of a serious nature goes down and both passes are closed in the wintertime? We've got to be responsible. ... I'm not doubting the officers' abilities to handle this type of thing, but it certainly would be nice to have a team that's trained together, is well prepared and has all the necessary equipment. ... We're dedicated to making this team work, and we will make it work."

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