

**Garfield County Special Problem Enforcement and
Response
SPEAR
MEMORANDUM OF UNDERSTANDING
July 17, 2025**

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PREAMBLE

- In an effort to utilize pooled intelligence and information for the purpose of combating criminal activity and criminal enterprises whether active, proactive or anticipatory in nature, the Garfield County Special Problems Enforcement and Response Task Force (“SPEAR”) is formed. Agencies participating in this project recognize that identifying criminal activity as well as individuals or groups responsible for said activity is of paramount importance to the communities and detentions facilities throughout every jurisdiction. Through united efforts, information and intelligence resources will be better utilized and investigative efforts will be more fruitful on behalf of the communities served by these agencies. The participating agencies are committed to cooperative efforts and information sharing through their participation with SPEAR. SPEAR will be used to help in the identification, investigation and prosecution of individuals and groups involved with criminal activity and criminal enterprises. The purpose of SPEAR is to unite participating agencies into a cohesive, coordinated effort to eradicate criminal activity through a multi-jurisdictional unit and information/intelligence network.

MISSION STATEMENT

- The mission of SPEAR is to eradicate major crimes within Garfield County, using a multi-jurisdictional approach to relentlessly pursue, arrest, and prosecute those responsible.

SECTION 1. TASK FORCE GOVERNING BOARD

- 1.1 **GOVERNING BOARD:** SPEAR will have a Governing Board consisting of the Chief Executive Officer of each participating agency, plus such other members approved by the Governing Board.
- 1.2 **MEETINGS:** The Governing Board shall meet monthly, or as determined necessary by the Board. The meetings shall be held at various places selected by the Board.
- 1.3 **QUORUM:** A majority of the membership of the Board shall constitute a quorum. Members of the Board may send a member of their staff to be present in lieu of the actual board member, and such alternate shall have full voting privileges.
- 1.4 **VOTING:** Action of the Board shall be by simple majority, and shall occur at a meeting, or through electronic voting. Presence at a meeting and participation as a part of a quorum is allowed through electronic or voice-conferencing. The Board may act without a meeting by unanimous written consent.
- 1.5 **FOCUS OF THE BOARD:** The Governing Board will generally focus in the following areas:
 - The Governing Board will utilize pooled intelligence resources of all the participating entities to prioritize and to mutually decide upon priorities of the Task Force.
 - The Governing Board will address any issues of mutual concern to the participants of the Task Force. This may include any major issues that will impact other members of the Task Force such as budget matters, matters of policy and procedure and other matters of mutual concern.
 - Annually, the Governing Board will mutually agree upon project goals and objectives for the coming year.
 - The Governing Board will resolve any interagency conflicts that may arise during the duration of this project.

SECTION 2. BOARD OFFICERS, PROJECT DIRECTOR, PROSECUTOR AND TASK FORCE OFFICERS

- 2.1 **BOARD OFFICERS.** The Board shall elect several Board Officers including: Chairperson, Co-Chairperson, Secretary, Financial Officer and Task Force Commander. Board Officers shall be elected annually at the January meeting.

- 2.1.1 CHAIRPERSON. The Chairperson of the Board shall call all Board meetings to order and shall be generally responsible for the conduct of Board meetings. The Chairperson may assume any other duties and powers approved by the Board.
- 2.1.2 CO-CHAIRPERSON. The Co-Chairperson shall assume the duties and authority of the Chairperson in the absence of the Chairperson.
- 2.1.3 SECRETARY. The Secretary shall be responsible for taking and keeping Minutes of the Board. The Secretary shall also be responsible for keeping an original signed version of this Memorandum and may assume other duties approved by the Board.
- 2.1.4 FINANCIAL OFFICER. The Financial Officer shall track financial assets and accounts generated by operation of the Task Force.
- 2.1.5 TASK FORCE COMMANDER. The Task Force Commander will oversee and command the operation of the Task Force on a daily basis. The Task Force Commander may make operational and administrative decisions which are necessary for the routine operation of the Task Force. When it is impractical to consult the Governing Board, the Task Force Commander will make decisions of a larger scale needing immediate action. When such a situation arises, the Task Force Commander shall report those decisions to the Governing Board as soon as possible.
- 2.2 PROJECT DIRECTORS. The Governing Board shall appoint the Project Director, who shall be responsible for filing required reports required by funding entities and oversight agencies.
- 2.3 PROSECUTOR. The District Attorney for the Ninth Judicial District shall assign a Prosecutor for purposes of administering the prosecution of all SPEAR felony arrests and providing legal advice to the Task Force and Board. The Governing Board may appoint the SPEAR prosecutor as Project Director.
- 2.4 TASK FORCE OFFICERS. The officers assigned to the Task Force will be used primarily for Task Force investigations and other duties as assigned by their individual Department Chief Executive Officers and the Task Force Commander. The Task Force Officers will work out of the Task Force office or such other places approved by the Board.

SECTION 3. INVESTIGATOR INFORMATION SHARING MEETINGS

- 3.1 COORDINATION. The timely coordination and communication of investigative information is of paramount importance. Participating agencies agree to fully coordinate and communicate regarding any information received by their agency which might be

beneficial to Task Force investigations. To facilitate this communication, all members of the Task Force will meet weekly with the Task Force Commander at a date and time determined by the Task Force Commander.

SECTION 4. EVIDENCE

- 4.1 **PROCEDURES.** All evidence and property seized by Task Force Officers shall be identified, preserved, booked and stored in accordance with procedures approved by the Board. The Task Force Commander shall appoint a Task Force Officer or Task Force Analyst to serve as evidence custodian.
- 4.2 **AUDIT.** All evidence and property seized and stored by the Task Force shall be audited annually or as deemed necessary by the Board. Annual audits will be conducted in December and results reported to the Board in January. Persons responsible for conducting audits will be appointed by the Board.

SECTION 5. OPERATIONAL GUIDELINES MANUAL

- 5.1 The Task Force will operate in accordance with the SPEAR Operational Guidelines Manual. The Manual will be written and kept updated by the Task Force Commander. The Board will approve the Manual and any additions, deletions or changes.

SECTION 6. INTELLIGENCE SYSTEM

- 6.1 **OBLIGATIONS OF THE SPEAR TASK FORCE.** SPEAR hereby agrees to:
 - Establish and maintain a central computerized criminal intelligence information system for the sole purpose of assisting local, state, and federal law enforcement agency personnel in ongoing multijurisdictional investigations or prosecution activities relating to specific areas of criminal activity.
 - Supply the prospective Participating Agencies with membership applications and policy information and, upon attainment of membership, procedural guidelines and necessary forms as adopted by the Garfield County Sheriff's Office.
 - Establish criteria for: Information submission, information inquiry/access/dissemination, information retention/purging, security of information, audit trails and assigning of agency representatives.
 - Identify and monitor suspected or validated individuals or groups that present a known or perceived threat to the community or entity.
 - Update Participating Agencies on identified or suspected threats within their jurisdiction by utilizing information and intelligence bulletins pertinent to that jurisdiction.

- Comply with the U.S. Department of Justice Systems Operating Policies; 28 CFR Part 23 (Sept. 23, 1993), where applicable.
- Assure that the information and intelligence files are maintained in accordance with the applicable Colorado Record Retention Laws, and can only be held for a period of five (5) years. The five (5) year retention period begins from the last date of documented criminal activity or contact with an individual where the probable cause to believe criminal activity or association with criminal activity exists.

6.2 OBLIGATIONS OF PARTICIPATING AGENCIES. Each Participating Agency hereby agrees to:

- Establish and Comply with the U.S. Department of Justice Systems Operating Policies; 28 CFR Part 23 (Sept. 23, 1993), where applicable, and with the policies and procedures promulgated by the Garfield County Sheriff's Office and SPEAR.
- Assume responsibility for ensuring that all data submitted for storage in the SPEAR files is connected to known or suspected criminal activity for the operation of the system, and insuring the accuracy of all information submitted for storage by each agency in the SPEAR files.
- Assume responsibility for, and assure that all information disseminated from, SPEAR files is kept in strict confidence and is not disseminated to other entities by the Participating Agency, and to guard against any use or misuse of said information other than for informational and intelligence purposes. Dissemination by the Participating Agency of intelligence bulletins and/or information presented by SPEAR shall be strictly prohibited unless prior approval by SPEAR is obtained. This decision will be reached on a case-by-case basis.
- Utilize pooled intelligence and information resources of all participating agencies for the purpose of identifying existing threats within the community and detentions facilities to combat criminal activity that exists or is deemed proactive or anticipatory in nature.
- Update SPEAR when an identified individual is contacted by your agency. Information and intelligence files on validated threats and individuals are maintained in accordance with applicable Colorado Record Retention Laws and can only be held for a period of five (5) years. The five (5) year retention period begins from the last date of documented criminal activity or contact with an individual where probable cause to believe criminal activity or association with criminal activity exists.
- SPEAR will notify each agency when a record has reached the end of its retention period. It is the responsibility of each participating agency to purge their copies of documents when notified by SPEAR that the retention period has ended.

SECTION 7. EQUIPMENT

- 7.1 **GENERAL.** Each Officer assigned to the Task Force shall be provided a portable radio, vehicle and usual personal equipment required for the execution of law enforcement duties by their respective agencies. The equipment provided to the Task Force Officers from the contributing agency shall remain property of the contributing agency. The contributing agency shall be solely responsible for the maintenance, repair and security of said equipment. If an agency needs to borrow equipment from another agency, appropriate arrangements should be made between the respective members of the Board.
- 7.2 **TASK FORCE PROPERTY.** Certain equipment will not be contributed by any agency and will be considered property of the Task Force. This equipment includes property acquired by means of asset forfeiture. Because the Task Force is not an incorporated entity capable of legally holding title to real or personal property, any such Task Force property will be the legal property of a member agency agreed upon by the Board, to be held in trust for the use of the Task Force. In the event of the disbanding of SPEAR, the Governing Board shall decide on the final disposition of the property and all other assets.
- 7.3 **PROPERTY INVENTORY.** Equipment and property acquired for use by the Task Force shall be tracked through ongoing inventory process by the Task Force Commander. Such inventory shall list the source of the equipment/property and the designated ownership of such equipment/property.

SECTION 8. PERSONNEL AND RELATED ISSUES

- 8.1 **GENERAL.** All personnel assigned to the Task Force will remain the responsibility of their parent agency. Supervisors for the parent agencies will be in charge of their individual subordinates, with Officers placed under the supervision of the Task Force Commander for all Task Force duties and operations. Notwithstanding any other provision of this Memorandum, Task Force Officers shall serve at the will of the Governing Board and can be removed from the Task Force by the Board at any time with or without good cause. Task Force Officers may refuse to obey any illegal or unduly dangerous order from any person.
- 8.2 **SELECTION.** All Officers assigned to the Task Force shall be selected pursuant to the procedure outlined in this section.
- The Board Member of a participating agency shall submit appropriate materials for candidate Officers to the Secretary for distribution to the Board. Appropriate materials for candidates shall include a resume', listing details of the candidate's education and training pertinent to law enforcement and non-law enforcement experience.
 - The Board shall conduct an oral interview of a candidate within one month of receipt of the required materials. Such oral interview will be conducted with a

minimum of 5 Board Members present, with a minimum 75% approval required to appoint a Task Force position. The Board may also define and state a preference in candidates should a participating agency offer multiple candidates for one position.

- The Task Force Commander shall be selected through the same process as Task Force Officers.

8.3 DISCIPLINE. Should the need for any disciplinary action arise against any Task Force Officer, the disciplinary action imposed shall be the responsibility of the Officer's parent agency. The Task Force Commander may recommend to each Officer's parent agency that disciplinary process be considered or initiated. The Task Force Commander shall be empowered to provisionally suspend any Task Force Officer from the Task Force for incompetence, negligence, insubordination, criminal conduct, or other conduct unbecoming a Task Force Officer. The TFO's parent agency shall be notified of such action immediately. Such provisional suspension may be rescinded by the Task Force Commander or be brought to the Board for review at their next meeting. Any change of status of such suspension shall require a majority vote of the Governing Board. After review of all information the Board considers pertinent to the suspension, the Board may take the following actions:

- Rescind the suspension.
- Accept the suspension and initiate procedures for removal of the Task Force Officer.
- Remove the Task Force Officer with the consent of the parent agency, or through resignation of Task Force assignment by the Officer.

In the event the Governing Board accepts the suspension and initiates procedures for removal of the Task Force Officer, the procedures shall be as follows:

- The Task Force Commander shall be assigned to prepare a written report to the Governing Board which shall include, at a minimum; a summary of the reasons for the suspension, a statement of any facts that the Task Force Commander feels constitute grounds for removal from the Task Force, a summary of all available evidence both in favor and against the Task Force Officer, a written statement from the Task Force Commander detailing the reasons the Task Force Commander feels removal from the Task Force is warranted, and a written statement from the Task Force Officer in question should they wish to provide one.
- The report of the Task Force Commander shall be prepared within two days of the Board's decision to initiate removal procedures.

- The report from the Task Force Commander shall be provided to all Governing Board members and the Task Force Officer in question.
- The Board shall consider the issue of removal of the Task Force Officer at their next meeting.
- The Board will consider the report from the Task Force Commander.
- The Task Force Officer in question may address the Board if they desire.
- The Board will consider any other information it deems relevant.
- The Task Force Officer shall have no right to legal counsel at such meeting.
- The Board shall consider the matter in executive session. A decision to remove a Task Force Officer pursuant to this section shall be by a majority of the total Governing Board. Nothing in this section shall in any way affect a parent agency from voluntary removal of their Officer at anytime.
- During the above-process, a parent agency may re-assign their Officer to non-Task Force duties pending disposition.

8.3.1 MISCONDUCT OF THE TASK FORCE COMMANDER. Task Force Officers may report any misconduct or other inappropriate actions on the part of the Task Force Commander to the Chairperson or any Governing Board Member. The Chairperson may take any action that the Chairperson deems necessary to immediately address any such issue, including a temporary suspension of the Task Force Commander. In the event that the Chairperson suspends the Task Force Commander, the Chairperson shall call an immediate emergency meeting of the Governing Board. The Governing Board shall consider any issues raised by the Chairperson. Any decision to remove the Task Force Commander shall require a majority vote of the entire Governing Board, minus the Task Force Commander, who shall have no vote in such action.

8.3.2 STANDARDS. The process provided for in paragraphs 8.3 and 8.3.1 shall in no way be construed as requiring that good cause be found by the Governing Board as a precondition of taking any disciplinary action against a Task Force Officer or the Task Force Commander.

SECTION 9. REPORTS

9.1 REPORTS. Reports will be prepared utilizing a standard format approved by the Task Force Commander. The Board may require the use of such forms it deems appropriate. All Task Force agencies agree to provide appropriate statistical reports in a timely manner as required by Division of Criminal Justice grant reporting or other oversight

and funding entities. Any necessary arrest data, seizure data, and other information will be forwarded to the Project Director.

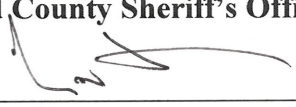
SECTION 10. MISCELLANEOUS

- 10.1 **GOVERNMENTAL IMMUNITY NOT WAIVED.** None of the parties waive its rights under the Colorado Governmental Immunity Act.
- 10.2 **INSURANCE.** Each Party shall maintain general liability and police professional liability coverage or its equivalent in an amount not less than the maximum amount that may be received under the provisions of the Colorado Governmental Immunity Act against a public entity or public employee. The policy shall insure against claims for bodily injury, death, property damage, or personal injury which may arise through the performance of the Task Force's duties. The policies should also provide coverage for the costs of defending any claims that may arise from the performance of the Task Force's duties.
- 10.3 **SEVERANCE.** Any term, clause, part or provision of this Memorandum held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or the United States shall not affect the validity of the remaining portions or provisions. The rights and obligations of the parties shall be construed and enforced as if the memorandum did not contain the particular term, clause, part or provision held to be invalid.
- 10.4 **GOVERNING LAW.** In its entirety, the Memorandum is subject to and shall be construed in accordance with the provisions of Colorado law.
- 10.5 **SUCCESSORS AND ASSIGNS.** The Memorandum shall be binding upon the successors and assigns of each of the Parties. A Party may not assign any of its rights or obligations under the Memorandum without the prior written consent of all other members of the Governing Board.
- 10.6 **NOTICE.** Any notice required or permitted by this Memorandum shall be in writing and sent by certified mail or registered mail, postage and fees prepaid. The certified mail or registered mail shall be addressed to the Party to whom such notice is being given at the address set forth on the signature page below. Such notice shall be deemed to have been given when deposited in the United States mail.
- 10.7 **SEPARATE ENTITIES.** The Parties enter into this Memorandum as separate, independent governmental entities and shall maintain such status throughout.
- 10.8 **NO PARTNERSHIP.** Nothing in this Memorandum shall create a partnership or joint venture between the parties hereto.

- 10.9 COOPERATION, REQUEST FOR ASSISTANCE, AND EXTRATERRITORIALITY. Each participating agency understands that all Task Force Officers will operate throughout the entire area covered by the Task Force. By executing this agreement, each participating agency hereby consents and agrees to having all Task Force Officers operate in their territory with full power to conduct investigations, make arrests, and take such other actions as are necessary for Task Force operations. This agreement also constitutes a standing request for assistance on behalf of each participating agency to utilize Task Force Officers to enforce any violations of law arising out of any such investigation in the territory of each participating agency. Each participating agency acknowledges that any Task Force Officer operating in the particular agency's territory has full power to investigate such violations and make arrests as if such Task Force Officer were a sworn Officer of the particular agency. No agency relationship is created hereby, and each participating agency shall be fully liable for the actions of its Officers.
- 10.10 PARTICIPATING AGENCIES. The participating agencies shall be all those that sign this agreement. The Governing Board, by majority vote, may admit new agencies into the Task Force, and such new agencies must sign this agreement.
- 10.11 CAPACITY OF BOARD MEMBERS, BOARD OFFICERS AND TASK FORCE OFFICERS. All Board Members, Board Officer and Task Force Officers shall remain fully the employees and agents of their respective governmental agency employers and shall not be considered an employee or agent of any other governmental agency. Each individual governmental agency shall remain fully responsible for all of the actions of its own employees or agents, and no party hereto shall incur any liability as a result of the actions of any employee or agent of another party hereto.
- 10.12 MODIFICATION. This Memorandum may only be modified in writing with the consent of all parties hereto.
- 10.13 EFFECTIVE DATE. This Memorandum shall be effective as of the date when all parties have signed this Memorandum.
- 10.14 SECTION HEADINGS. The various section headings contained in this Memorandum are for the sake of convenience only, and have no legal effect whatsoever.
- 10.15 AUTHORITY TO EXECUTE. The undersigned parties state that they represent and have the authority to execute this MOU on behalf of their respective agencies or departments and, in signing this MOU, concur with and support SPEAR as set forth in this MOU and for the period and purpose stated herein.
- 10.16 COUNTERPARTS. The parties may execute this MOU in two or more counterparts which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument

Voting Members

Garfield County Sheriff's Office

BY: 

Lou Vallario
Sheriff

Date: 07/17/2025

Rifle Police Department

BY: 

Debra Funston
Chief of Police

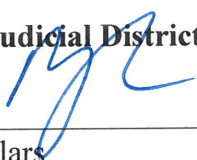
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Silt Police Department

BY: _____
Mike Kite
Chief of Police

Date: _____

Ninth Judicial District Attorney's Office

BY: 

Ben Sollars
District Attorney

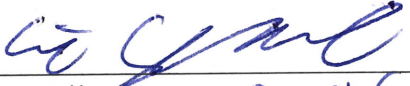
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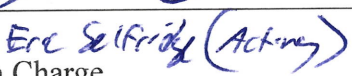
Drug Enforcement Administration

BY: _____
Troy Eliason
Resident Agent in Charge

Date: _____

Homeland Security Investigations

BY: 

Jeremy Wilson  (Acting)
Resident Agent in Charge

Date: 07/17/2025

Participating Members

Colorado State Patrol

BY: _____

Jared Rapp
Captain

Date: _____

Parachute Police Department

BY: _____

Sam Stewart
Chief of Police

Date: 07-17-2025

New Castle Police Department

BY: _____

Stu Curry
Chief of Police

Date: _____

Carbondale Police Department

BY: _____

Kirk Wilson
Chief of Police

Date: _____

Glenwood Springs Police Department

BY: _____

Joseph Deras
Chief of Police

Date: 7.25.2025