



AGENDA

Public Safety, Courts and Civil Service Policy Committee

April 15, 2021, 11:00 am

Council Member Dave Gruber, Chair
Council Member Marsha Berzins, Vice Chair
Council Member Curtis Gardner, Member

Public Participant Dialing Instructions

Dial Access Number: 408.418.9388

Event Number 187 456 7065

Council Goal: Assure a safe community for people

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4.d. Aurora Fire Rescue Special Operations
Eric Franks, Battalion Chief (20 Minutes)

5. **Miscellaneous Matters for Consideration**
6. **Confirm Next Meeting**
May 20, 2021 via WebEx
7. **Adjournment**



MINUTES

Public Safety, Courts and Civil Service Committee

March 18, 2021

Members Present

Dave Gruber, Chair
Marsha Berzins, Vice Chair
Curtis Gardner, Member
Mayor Pro Tem Francois Bergan
Council Member Allison Hiltz
Council Member Juan Marcano

Others Present

S. Day, T. Buneta, V. Wilson, D. Parker, J. Batchelor, M. Chapman, A. Robnett, G. Koumantakis, J. Heckman, M. Platt, R. McGregor, W. Lippman, C. McDonald, J. Schneebeck, C. Carlson, E. Wittman, M. Nelson, R. Jackson, S. Redfearn, C. McDonald, F. Gray, C. Amsler, J. Krieger, Z. DeBoyes, I. Evans, C. Andersen, M. Hays, R. Weber, S. Wright, R. Wesner, D. Wilson, M. Novak, J. Lesnansky, J. Drake, M. Paolino, J. Bergeron, C. Juul, E. Scherr, M. Smith

1. Call to Order

Meeting called to order at 11am.

2. Approval of Minutes

February 25, 2021 minutes approved.

3. Consent Items

3.a 2021 RTD Intergovernmental Agreement Resolution

Approved to move forward to the next Study Session

4. General Business

4.a March Crime Update and UCR Report

Deputy Chief of Police, Darin Parker, provided a summary of the crime statistics from January 1, 2021 to March 7, 2021. There weren't any significant changes in the crime trends. They are still trending upward in comparison to last year at approximately the same rate as they were before.

CM Berzins: You said it's gone up, are you talking about 2021 is going up like 2020?

Parker: The crime stats that were presented last month, the increases and trends in crime going up are 2021 compared to the same time frame in 2020.

CM Berzins: It's really startling, and the facts are there to show that the less we arrest people, the more crime is going up. It's amazing to see and it's in District 1 and District 2. It's comparable that you don't arrest 50% and crime goes up 50%.

CM Gruber: I would like to go a little bit deeper into this. I think the point the CM Berzins made is correct. I'm very concerned about Senate Bill 62, which is going through legislature right now. The three main parts, the way I understand it – and I know it's being modified. The first part is that the police will not be allowed to arrest for misdemeanors, certain felonies and certain drug crimes. Those felonies include auto theft. The second thing is that judges will not be able to put a monetary bail, it'll be a personal reconnaissance signature to leave the court. The final thing is the sheriffs will not be able to accept certain criminals charged with certain crimes to go into jail. I'm very concerned about the impact of that. As we can see based on the stats that we have in front of us. The crimes are beginning to explode and, to reiterate what CM Berzins said, if you don't put people in jail, the crimes they're committing will continue, and we will see more of those crimes. I would like to have the city, and Jason, work with Roberto on this – I would like to have these crime stats emailed to the state legislature for those areas representing Aurora, for their information, so they have these statistics as they debate SB62. If I have the concurrence from the other two committee members, we will ask that on behalf of this committee to forward that to our state representatives. CM Berzins, is that okay with you?

CM Berzins: I think that's a wonderful idea. I don't think they have this statistic in front of them. I would like to clarify, maybe I didn't say it correctly – I'm not necessarily saying put them in jail, I'm saying there has to be some sort of consequence other than just a little slap on the wrist. I think we have a lot of tools in our toolbox to use. There does have to be some sort of consequence just like raising your kids – if they don't have a consequence, they don't obey the rules.

CM Gardner: I'm fine with forwarding the statistics on. I guess my questions is – It sounds like we're blaming a piece of legislation that may or may not even be passed, on an increase in crime over the last 12 plus months. I'm not quite clear why we're going over the crime stats and then talking about a potential piece of legislation. At what point are we going to hear the concrete ideas that we can do here in Aurora to address the issues. All I keep hearing is, it's Council's fault, it's state legislature's fault, it's COVID's fault. So, either there's a solution or there's not and if there's not then that's what we just need to say, is that crime is increasing in Aurora as well as nationwide. If there is a solution, then I think we should talk about it. I feel like we keep bringing this topic back and really not discussing anything concrete. It's more just putting the information out there. If that's the point of it then I guess that's fine.

CM Gruber: My point is that the first thing you have to do before solving a problem is measure it, you need to identify and monitor what's going on. What we are seeing here is crime is going up. There are a number of reasons why it's going up. SB62 has nothing to do with where we are now but it could have a negative impact, which is why I want the state legislature to have the situational awareness as to what is happening with our constituents in the city of Aurora. SB127 has had a major impact both, on retention and other factors that have also driven up crime in Aurora. I don't want to write any editorial comments in the email, and I want to make sure

that we coordinate that with FISR so CM Lawson has a copy as well. I believe that the people that are making decisions at the state level that will affect crime in the city of Aurora should have the latest information. The second part of your issue – I agree 100%. Now that we are monitoring it, I would like to have much more information on what we can do to reduce the crime so we can make the proper decisions to have the trends going in the direction that we choose. Chief, would you like to respond?

V. Wilson: CM Gardner touched on it. This is a problem across the nation. I just came back from National Executive Institute last week. Chiefs and sheriffs are all facing the same increase in crime. I think the stats are showing that we had many crimes that we could not jail on due to COVID restrictions. That's not an excuse, it's a reality. I also want to point out that we are doing everything we possibly can, and the men and women of this agency are committed to fighting crime. I appreciate the discussion about SB62. My personal opinion, if I may give it, is that I am very concerned.

CM Gardner: Specific to SB62, I'll mention because I'm on FISR, we discussed twice now I believe – In that meeting I did share my concerns with that bill and we ended up settling on taking a position of pursuing changes through bill sponsor. Judge Day was at our last FISR meeting and discussed some of his – what previously had been concerns, some of which had been addressed but there are some additional concerns from him. After our discussion we took the position to pursue changes through bill sponsor because there are some changes that I think the city would like to see.

CM Gruber: What I want to continue to do for the remainder is to focus on those items that council can do to support a reduction in crime. I believe the jails will be opening up. We're talking about returning to normal in the July or August time frame. Hopefully the jails will open up again and those people that are committing crimes will understand that if they're caught, they will be put in jail if the crime requires that and the law requires that. I think having a consequence available to law enforcement and the criminal justice system other than a simple release or ticket will help that.

V. Wilson: I just want to put it out there for everyone to think about – We can make arrests but it has to be in partnership with the courts and the judicial system to make sure there is accountability for people's actions that are victimizing our community.

Outcome

Information Only

Follow-up Action

Staff will provide crime states to state representatives and FISR on behalf of the Public Safety Committee.

4.b Motor Vehicle Thefts Update

Police Sergeant Matt Novak presented this item to the committee. The presentation included a review period from December 29, 2019, through December 26, 2020. Significant incidents of note were the issuance of the stay-at-home order and the protests that occurred. Stats at the beginning of 2020 were similar to the stats in

2019. An increase is recorded starting when the stay-at-home order was issued and continuing after the protests. One of the reasons indicated for the protests was due to the resources deployed to the protests. The average MVT's were about 68 per week in the city of Aurora for 2020 compared to 2019 which was about 40 per week. The stay-at-home order impacted the stats because more people were home and vehicles were accessible from condominium and apartment complexes and there were opportunities for those crimes to occur across the metro area. Also, with the stay-at-home order, the courts and jails implemented restrictions, focusing specifically on Arapahoe and Adams Counties, they were not accepting new felony charges on property crimes. They weren't able to charge or jail offenders in Arapahoe or Adams counties. They could not jail persons for warrants unless the bond amounts were \$25,000 or more. The bond restrictions are still in place today. However, the restrictions on new felonies has been lifted in both counties. Another challenge is that courts are setting no bonds or low bonds. There have been discussions with the courts about this. Offenders know the jails have COVID protocols and bond restrictions which means they won't be taken to jail. Offenders are going to bond court and getting out the same day on significantly reduced bonds. Some cases have been dismissed due to speedy trial issues. During the stay-at-home orders, grand juries weren't meeting in some counties or in the Attorney General's Office, affecting the organized crime cases and significantly impacting the way the auto theft task force would do business. Another challenge is the inability to have certain types of physical evidence processed, or the extended length of time to receive results due to the lower priority assigned to property crimes by the crime labs. This makes it more difficult to file charges against the criminals. Year over year there have been slight increases in reported motor vehicle thefts for 2017-2019. However, in 2020 there was a significant increase, where the stats almost doubled. Comparing Aurora to Denver for 2020, Denver's are almost double that of Aurora and they are seeing the same trends. Aurora and Denver are seeing about 75% recovery rate of stolen vehicles in the first 30 days. The metro average for recoveries is about 85%. The top ten stolen vehicles list was provided. Most on the list are due to the lack of security features on the vehicles such as chipped key fobs. The task force gathers information from patrol and PAR and conducting operations with bait vehicles. They also have programs that distribute security clubs to citizens each year and provide community-based education presentations. COVID has made community outreach difficult. They use intelligence to help them focus on hot-spot locations, prolific offenders and violent offenders. The task force analyst provides a weekly and monthly stolen vehicle and recovery interactive map that is distributed to patrol to encourage patrol officers to bond offenders on new felony MVT charges when appropriate and if the call volume allows. The task force also meets with the officers in the districts to educate them on utilizing felony charges and jailing offenders if the felony charges are appropriate as opposed to just writing citations for muni court.

CM Gruber: You said some things that I'm just astounded about; prolific car thieves and knowing who they are and knowing that if they stole a car today, they're going to steal a car tomorrow and they're walking around. The second thing I'm a little surprised about is that you spoke earlier about the supply and demand. On the supply side you mentioned that people are home due to COVID, apartment buildings and condos have cars parked in them and they're a bigger target. On the flip side, as far as demand, I was surprised about the 75% recovery rate. Who is

paying the thieves for the cars and do we see that going up at the same rate as the number of cars stolen?

Novak: I believe that rate is probably less. Some of the cars that we're seeing that are going to chop shops or even transported out of state – A number of things that we're seeing right now is that motor vehicles are being stolen purely for the catalytic converters. They're cutting them out of the precious metals found in them and selling them. Colorado does a good job at regulating recycling by requiring ID's before they will accept the materials. However, there's a number of other states that don't require ID's, so many of the catalytic converters are being loaded onto large trucks and hauled to other states where they will be sold. Other noted thefts are because the thieves need transportation, because they're part of the transient population. Other thefts are utilized in the commission of other crimes, more violent crimes such as shootings or robberies.

CM Gruber: You had mentioned that the crime lab's work load is exceeding their ability to turn these cases promptly. I was on this committee two years ago and we had talked about funding for the crime lab. Is the crime lab adequate in keeping up with the police force demands or are there modifications that need to be made to augment the crime lab?

V. Wilson: With UMFCL, we have other partners and they're really stepping up to make sure that we're getting latent print examiners and other examiners to look at different things. The priority is going to be crimes against people and so there is a problem with keeping up but not just with UMFCL but also CBI and other jurisdictions as well.

CM Gruber: Are the laws in Aurora sufficient, does council need to consider additional ordinances in order to better support the citizens? Is there something we can do legally to better protect the citizens of Aurora in some way? And this might be a longer discussion...

V. Wilson: I think our Muni Court does a really good job doing the best they can with the MVT's that go through their system. I think it's a broader discussion. We need the judicial system and the DA's to realize that this is like a revolving door and it's very frustrating but we're going to continue to do our part. I know MPT Bergan was looking at researching into street racer type situations. I don't know where she is on that and her decision there, but we appreciate council looking at what they can do to give us more tools. Even with ordinances, we can't keep them in jail for more than a day, we're still going to see the issues.

CM Gruber: Maybe we could add that on a later agenda; identifying additional tools that council can provide in order to better protect our citizens and residents. I think it's important that we monitor that.

Batchelor: There was a question from CM Marcano in the chat. How much does a catalytic converter go for versus how much a whole car would go for? Do you have any information on the economics of that piece of it?

Novak: As far as the stolen vehicles themselves, I think that varies based on the vehicle stolen. Newer vehicles are going to sell for a higher price. As it relates to catalytic converters, they can go anywhere from \$300-500 here in Colorado. I know in other states they are getting as much as \$1000 for the catalytic converters.

Outcome

Information Only

Follow-up Action

Staff will follow-up with list of tools for consideration by the committee at a future meeting.

4.c City of Aurora Comprehensive Emergency Management Plan

Battalion Chief Matt Chapman presented this item to the committee. The plan provided sets up the framework, response, and city coordination to ensure compliance with laws and authorities. This also needs to be in place for several different funding sources that come from the state or federal government. The plan is meant to meet all these requirements as well as provide a starting point for how the city is going to coordinate in a large-scale emergency or disaster. City Ordinance, Chapter 38, Article II outlines the Civil Emergencies-Emergency Management. One of the requirements is to have a disaster plan to include large-scale emergencies. The city is required to update the plan every three years to meet federal grant requirements. The Emergency Operations Plan (EOP) will be converted to a Comprehensive Emergency Management Plan (CEMP). There will be four parts to the CEMP. It will refer to the overall collections of emergency plans and includes the information from the previous EOP. It will also include best practice concepts within Emergency Management. Part I is the Base Plan, Part II is the Role and Responsibilities. These two need to be approved and adopted by Council. Part III is the Associated Plans and Part IV are Incident Specific Plans. Examples of items found under Part III would include Recovery Plan, Public Alert and Warning, Resource Mobilization, Continuity of Operations, Damage Assessment, and Debris Management. Part IV includes annexes in the current EOP. Examples include winter storm, mass casualty, mass fatality, tornado, and aircraft.

CM Gruber: Are exercises regularly scheduled?

Chapman: They are. We have a training exercise that we put together every year. That is also part of our grant requirement, but also something we would implement regardless. We do look at the areas that we think there are gaps or haven't been exercised in a while. There is typically an EOC exercise once a year. Not only internal to the city but regional and state exercises as well.

CM Gruber: My final question has to do with the span of control and the ability to manage police, fire and other areas of the city. Depending on the type of emergency, for example, a shooter would probably be under the lead of the police department with the fire department having a very close second. Some of the other plans would have different command control structures. How are those requirements listed within plans?

Chapman: You're right. Some emergencies will lend themselves – One department will be a lead or be more active in handling that emergency. What we try to do, and we have worked on this over the weekend is a good example – linking the two operation centers. We ask someone from the PD and someone from Fire or other departments like Public Works to be in the center with us. There's also a command post where Fire will join PD. We try to put together an Incident Command System

(ICS) where if we do have a defined lead, we also have the support of the other departments needed within the unified command. We also put something like an area command together when working with the counties.

CM Gruber: The key word I was looking for you to say was that you have a defined lead based on the type of emergency the plan is executing. So that person would then have the authority to direct other parts of the city. If you do have that, that's exactly what I was looking for.

CM Berzins: Do you work with – Who is in charge of plowing and our plow map. Because we do have some errors there. Some roads aren't even on the map. It's hard for us to plan for the storm like we just had but I think we saw some holes in our system. Who would we go to see? Do we need more plows, do we need to empower people to plow themselves? What do we do so this won't happen again?

Batchelor: The snow removal plan is updated each year and is taken to the Transportation Policy Committee for discussion and review each year. I don't know the exact timing of when they did it for this past one, but it is an item that is regularly reviewed and taken to council at the policy committee level.

CM Berzins: I thought it went to transportation because I've served on that committee several times but, now we're talking public safety, so I thought I'd bring it up. We did see some holes and we heard it from our citizens about the holes. So, I think maybe we should all have a chat about what they heard and what they saw.

CM Gardner: During the last storm I saw several other agencies had a track-type vehicle to use in the snow. I don't believe AFR has something similar. I'm curious, are there programs available to procure something like that and how would that process work? It just so happens Engine 13 responded on my street and then got stuck. The patient was in a Falck ambulance. If the ambulance got stuck, there wouldn't have been a way to quickly transport that patient. I'm curious, is that something we could look in to procuring because I don't really want to rely on the National Guard or South Metro. I would like to see AFR have all the tools available that other agencies do.

Chapman: We have looked into in 2016 and 2019 and is a recurring conversation. That along with other issues such as sheltering that we need to address and find some solutions for. But resource needs are up there to have one of those vehicles. And you're right, we don't want to delay it. Either way, it takes time even if we're re-routing some of the public works equipment to go help public safety folks. We'll schedule our after-action discussions again and the resource needs will be a big topic of discussion that we'll need to address.

CM Gruber: Could you describe the after-action process within the city?

Chapman: We've handled it a few different ways. Typically, we'll meet with each department that had a major role in the event or emergency and then we'll meet with the policy group, which is what we consider to be our directors, city management and elected, and then we'll ask for their feedback as well. Then we have a larger one where everyone comes together so that everybody can hear what everybody was doing. Then we provide a document. We'll capture all the lessons learned, here's gaps, here's weaknesses, and then some recommendations about how to move forward and fix those gaps or weaknesses.

CM Gruber: Is the AAR included in the appendix? I'd like that formalized. Is there a formal process for that or this an ad hoc process?

Chapman: No, it's stated that we will perform an AAR. We usually use the FEMA documents and processes to put it together. There is no plan that says this is how the AAR will be performed each time.

CM Gruber: I would like to have, maybe not a separate plan, but an annex addressing a requirement for an AAR. I think that on major issues, the AAR results should be reported to council. The reason I'm bringing it up for this specific case is because all of us were being contacted by our constituents. I would like to see what the city's thoughts are on that if they need more resources, more training, more drivers, whatever that is. The most important thing as far as this presentation goes, is I would like an AAR annex or something like that added to the plan so that there's a formal process and everybody understands that there will be an AAR following an emergency.

CM Gardner: I wanted to go along the lines of questions I had on the tracked vehicle. Do we have any data that indicates missed calls or slow response times from the event over the weekend? I'm curious because I think that would drive home the importance of making sure we have the proper vehicles for what is admittedly not a common occurrence in Colorado, but certainly can happen.

Chapman: I don't believe any of that data has been pulled quite yet. Any time we have an event like that, response times will be slower, but we want to make sure that we're doing everything we can to reduce that for sure.

CM Gardner: I would like, if we can at some point, to see if we missed calls, did not get to things in a timely manner and I'm assuming we did. It was obviously a significant amount of snow and that would demonstrate the importance of having a vehicle like that. I also wanted to say thanks to our firefighters and police officers that continued to work and serve our community over the weekend. My understanding is that we received a lot of calls from residents that were stuck. It's too bad that people didn't heed the warnings to stay off the roads. Of course, some people didn't have that opportunity because of what they do for their jobs or whatever. But, I think that both police and fire demonstrated a lot of really great work this weekend. I think they should all be commended for what they did.

CM Gruber: I second that.

CM Berzins: It seems like it takes an emergency to pull us together as a community these days. Hate speech stopped, there were no snarky comments, it was truly wonderful to see people helping people which is what we were made to do. I want to say a big thank you, not only to Chief Gray and Chief Wilson, all the police, fire, and Falck - but all our volunteers. You know, we had people out pulling cars out, helping push cars, shoveling neighbors' sidewalks. We have a program that other people go and shovel seniors' or anyone who needs it. So, I want to give a big thank you to that and our first responders were out pulling people out. We had a fire truck get stuck, and an ambulance get stuck. That didn't stop them, they were out. We even had BEAR – some people prefer to call it our militarized vehicle – We had them pulling people out and putting families, children inside to keep them warm and safe. And you just can't get any better than that. Helping people, like I said, it's what we were meant to do. I just want to say a big thank you. We knew this was

coming and a lot of people stayed home but sometimes you don't have an opportunity if you're a doctor or someone who has to go to work. I appreciate that and everything that entails. So, thank you to Aurora and everybody that lent a hand.

CM Gruber: Chief Gray, do you have any other comments about the CEP?

Gray: I do. CM Gardner asked a question about the response metrics. I know we've had a lot of conversations. You know I'm an advocate for data and metrics. That information will be part of the after-action process. We actually looked into a tracked vehicle after the 2019 event as well. We'll be able to provide those numbers for you here pretty quickly.

CM Gardner: I appreciate that.

Gray: The last thing I was going to say was thank you to all the council members for your comments about the work that was done this past weekend. Many of you have come to events and I normally don't speak without saying, let's recognize the firefighters and paramedics for the work they do each and every day. I extend that to all city workers because not only was the fire department out there working this past weekend, so many other departments were out there as well. We appreciate your comments and we appreciate your support.

V Wilson: I just wanted to say that we also would like a snowcat. Because, as you can see, it takes all hands-on deck to make a community safe and to rescue upwards of 212 people, I think that was the last count that we were able to touch. If we're giving out snowcats, we'll take one too.

Batchelor: I just want to make sure – I believe the update to the CEP will need to go to all council. Matt, do you mind chiming in on that? If it does, I just want to make sure the committee is okay with it moving forward and if there's any edits or comments before we bring it forward to council.

Chapman: Yes, that's correct. It'll have to be moved forward and adopted by council.

CM Gruber: CM Gardner, do you support moving this forward?

CM Gardner: I'm fine with it moving forward, yes.

CM Gruber: CM Berzins?

CM Berzins: Yes, so am I.

CM Gruber: And all I would like to see is something formalizing the after-action review process. Whether it's in the appendix, doesn't have to be long, just has to be in the plan. With that, it is approved.

Outcome

Information Only

Follow-up Action

Staff will add the AAR requirement as requested before going forward to the next available Study Session.

4.d Car Seat and Smoke Alarm Installation Program Update

Aurora Fire Rescue Community Engagement Administrator, Sherri-Jo Stowell, presented this item to the committee. She oversees three lieutenants and one rescue technician that fill the roles of one community health officer, two public information officers, and one recruiter. Community engagement programs include adopt a school, camp spark, car seats, smoke alarm installation, safety reminders, pulse point, shots for tots and mobile patient outreach. Car seat installations is a life-saving program and they hope to get it operating again. AFR responds to a complex auto extrication approximately every three days. Vehicle crashes are the number one cause of death among children under the age of 12. Car seat installation appointments can be scheduled online for a 1-hour, one-on-one instruction. Installation is completed by the caregiver for hands-on learning. Data tracking allows for record keeping and grant opportunities. They partner with Car Seat Colorado to track this data. The program was put on hold in March 2020 however, they were able to hold 12 events throughout 2020, all but one prior to March 12, 2020. They installed at least 48 car seats in 2020 with a few others installed at fire stations upon request. The E470 Transportation Safety Foundation provided funding used to purchase 28 car seats that can be handed out, pays for training of new recruits, free materials for caregivers, and overtime for car seat technicians. The smoke alarm program is important because the risk of dying in a reported home structure fire is 55% lower in homes with working smoke alarms. AFR saves lives by properly installing smoke alarms in homes. This program has also been on hold since March 2020. The free smoke alarm program has an online request option. Community members can request to have smoke alarms installed for free by appointment. Installations are performed every 2-4 weeks by crew members. Regular training is provided to members regularly. Data tracking is necessary for record keeping and grant opportunities. Neighborhood canvassing events are coordinated with AFR, volunteers, and the American Red Cross. There were 315 smoke alarms installed by crew members in 2019 and 12 in 2020. The neighborhood events in 2019 installed 346 smoke alarms. They are looking forward to getting back out into the community in 2021. They were awarded the 2020 Fire Prevention and Safety Grant of \$61,675. They purchased approximately 2000 smoke alarms, 120 CO detectors, 20 ADA smoke alarms. Installation paperwork is provided in English and Spanish. More than ¾ of the grant funding was used on supplies. It then falls on the crew members and volunteers to get the equipment installed in homes. They are hoping to grow the program over the next two years. The goal is to have community fire academy graduates come back and get engaged in volunteer opportunities. They are planning to have safety plans developed and approved by March or April, online registration will re-opened for car seat appointments and planning with Red Cross for May events, develop a car seat technician program by June, begin accepting community requests for residential fire alarms by the Summer, and ongoing data collection for future grant opportunities and program sustainability.

CM Gardner: I usually try to share community events and things that AFR does, so I'm looking forward to when you all get that scheduled this summer and I can share all the great things you're doing with the community. Thank you.

CM Berzins: These programs are wonderful. Thank you.

CM Gruber: I appreciate it as well. It's so incredible. I had no idea that when I was changing my fire alarms that they had an expiration date on them. If I hadn't looked for it that one day, I wouldn't have known about it. If anyone has lived in a house for more than 10 years, it's very important. I had no idea about the grants either. Thank you.

Outcome

Information Only

Follow-up Action

None.

5. **Miscellaneous Matters for Consideration**

CM Gruber: There was a question in the chat from CM Hiltz. It said, Will there be any discussion about the nuanced reasons for increased crime that doesn't include arrests/jail? Such as mental health, poverty, schools being out, pandemic, etc. Perpetuating the narrative that this is only an arrest/jail issue is dangerous narrative and I hope our police department and chief don't intentionally perpetuate it. Any comments to that? Chief Wilson, would you like to respond.

V. Wilson: Yes, sir, I would like to respond. The presentation was about motor vehicle theft and the reasons and the trends that we're seeing in motor vehicle thefts, and also our stats and the increase we've not only seen in Aurora but across the nation. My job as the Chief of Police is to be honest, not only with you but the community and I think we need to really focus on the fact that these crime stats are not just stats – these are human beings that are being victimized in our community. They deserve justice. I am not going to shy away from talking about these prolific criminals and what I see and why my subject matter experts within our agency are seeing as the issues. I know that homelessness and mental health are major issues and I think I'd like to say that the police department championed the Aurora Community Outreach Team (ACOT) program that dealt with homelessness as well as the Crisis Response Team (CRT). So, I'm not intentionally perpetuating any dangerous narrative. I think a dangerous narrative is us to ignore the fact that our community is being victimized at a greater rate.

CM Gruber: Thank you, Chief. Frankly, the message I took away was that if a car thief is in jail the day after stealing a car, the car thief won't be stealing a car that next day. Taking those people off the street is the best thing we can do to protect the citizens of Aurora moving forward.

V Wilson: I agree, sir, that we do have a lot of social programming that needs to be looked at. We need to help those individuals that are suffering from mental health, poverty, and schools being out. I'm really looking forward to the youth violence initiative that CM Lawson is looking at. I think that's going to be very impactful. We need to also have real conversations about crime and the safety of this community and people feeling safe in Aurora.

CM Gruber: I agree. I think we were just rated – I saw a news report saying that Aurora is now the 2nd most dangerous city or has the 2nd highest crime. Whereas, when I was first elected, we were the safest large city and now we're number two in Colorado.

CM Berzins: You read that correctly. We're now 2nd highest crime in the state and I think that shows you how quickly things can turn. You've been on council for three years and look what's happened in that three years. So, we really have to stay on top of it.

CM Gruber: I agree. I think our next meeting is going to go over a little bit longer because we've added the gang initiative and the 18th District Attorney as a speaker.

Batchelor: I just want to confirm the dates for you all to make sure that still works. You're right, we did bump the one item. I think we've got the draft that we provided last month, we're still on track for that with the addition of the youth violence and gang initiative that was previously scheduled for this month.

CM Gruber: CM Gardner brought up a point at the beginning of the meeting when we were looking at the statistics. We should be looking at ways for council to support the city in reducing crime and I'd like to add, and again, we have limited number of tools. We control budget, we control policy, and we control ordinances within the city, but I am looking for ways that could be brought forward for council to support measures that would reduce crime and protect our residents. CM Gardner, did I say that correctly or would you like to rephrase?

CM Gardner: Yeah, that's correct. My point was, I've heard several times that a big part of the reason for the increase in crime is because of council or political leaders in Aurora not supporting the police. But then the actual reason is given for the increase in crime, COVID-19, inability to jail, SB217 – Those are outside of Aurora issues. If it's something that there is a council issue or something we can address at council, I'd love to talk about that. I don't want to just continue to have the crime stats for no reason. We need to do something about it if we're all in agreement that there's something that can be done. Otherwise, it's there for no reason.

CM Gruber: That's why I wanted to bring them, so thank you for reiterating that. That's exactly why I wanted to bring them on.

6. Confirm Next Meeting

Next meeting confirmed for April 15, 2021 at 11am via WebEx.

7. Adjournment

Meeting adjourned at 12:32pm

APPROVED: _____

Dave Gruber, Chair



CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: RAVEN MOU Resolution 2021 |
| Item Initiator: Michael Gaskill, Police Lieutenant |
| Staff Source/Legal Source: Megan Platt, Assistant City Attorney |
| Outside Speaker: N/A |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 4/15/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
 - Forwarded Without Recommendation Recommendation Report Attached
 - Minutes Attached Minutes Not Available
-

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The purpose of this MOU is to delineate the responsibilities of RAVEN personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation.

QUESTIONS FOR COUNCIL

Does the Public Safety Committee approve the consent item to move forward to Study Session?

LEGAL COMMENTS

The RAVEN Task Force and the City are constitutionally and statutorily authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. (Colo. Const., Article XIV, §18 and Sections 29-1-201, et seq., C.R.S.)

The City Council may, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services. (City Charter Article 10-12) (Platt)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**MEMORANDUM OF UNDERSTANDING
REGIONAL ANTI-VIOLENCE NETWORK (RAVEN)
2021**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Homeland Security Investigations (HSI), Special Agent in Charge (SAC), Denver, Colorado office and undersigned Denver metropolitan area law enforcement agencies participating in the Regional Anti-Violence Network task force (RAVEN). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

NO ASSIGNMENT

2. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

AUTHORITIES

3. 28 U.S.C. sec 599A; 28 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ *et seq.*, and the National Firearms Act, 26 U.S.C. §§ 5861 *et seq.*
4. Homeland Security Act of 2002, as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002, codified in Title 6, U.S. Code.

PURPOSE

5. The purpose of this MOU is to delineate the responsibilities of RAVEN personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

6. The mission of RAVEN is to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking. RAVEN will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate dangerous criminal offenders. It is not the mission of RAVEN to enforce federal statutes related to immigration or to conduct civil immigration enforcement of any kind.

ORGANIZATIONAL STRUCTURE

7. RAVEN will consist of a combined enforcement body of agencies participating in this MOU ("Participating Agencies"). The Participating Agencies, identified below, will provide full-time assigned personnel.

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
County of Adams, Sheriff's Office

County of Arapahoe, Sheriff's Office
City of Aurora, Aurora Police Department
City and County of Denver, Denver Police Department
Denver District Attorney's Office
County of Douglas Sheriff's Office
Department of Corrections – Parole
Homeland Security Investigations (HSI)
County of Jefferson, Sheriff's Office
City of Lakewood, Lakewood Police Department

Ex-officio Representatives:

- Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
- US Attorney's Office

DIRECTION, EXECUTIVE BOARD ROLE

8. The Participating Agencies acknowledge that RAVEN is a joint operation in which all Participating Agencies act as full partners in the operation of the RAVEN task force. An "Executive Board," made up of the Aurora Police Chief, the ATF Special Agent in Charge of the Denver Field Division, the HSI Special Agent in Charge of the Denver office, and each Participating Agency's department/agency heads will be responsible for the strategy and direction of RAVEN. The Executive Board will meet on a regular basis to provide policy oversight and ensure that RAVEN meets the goals and objectives of all Participating Agencies. Unresolved issues and conflicts involving RAVEN should be brought to the Executive Board for consultation to assist in the decision-making process. Each Participating Agency head is authorized to delegate Membership on the Executive Board to a management level subordinate.

SUPERVISION

9. Ultimate oversight, supervision, and administrative control of RAVEN will be the responsibility of the Executive Board of RAVEN.
10. The day-to-day operation, coordination, and execution of RAVEN will be the responsibility of a Task Force Commander (TFC). The TFC will be selected from the Aurora Police Department and ratified by the Executive Board. The TFC shall hold the rank of lieutenant or above and have administrative and operational authority of RAVEN.
11. Pursuant to 19 U.S.C. § 507(a)(2), HSI Special Agents (SA) may demand the assistance of any person in the conduct of their duties. Pursuant to 19 U.S.C. §§ 1401(i) and 1589a, the HSI SAC may authorize sworn law enforcement officers to assist HSI SAs with enforcing violations of the federal code such as Title 18.
12. ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the Participating Agency's Task Force Officers (TFO) be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.
13. Conduct undertaken outside the scope of an individual's RAVEN duties and assignments under this MOU shall not fall within the oversight responsibility of any Participating Agency that is not the individual's Participating Agency.

14. RAVEN personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective Participating Agency as well as RAVEN's policies and procedures. Responsibility for the conduct of RAVEN members, both personally and professionally, shall remain with the respective Participating Agency heads. Should there be a conflict in Participating Agency and RAVEN policies, the more restrictive policy shall control.
15. Acknowledging that RAVEN personnel will need to commit some time for non-RAVEN matters, personnel assigned to RAVEN by the Participating Agencies will be committed full time to the RAVEN assignment. As a general rule, continued assignment of personnel to RAVEN will be based on performance and at the discretion of the appropriate Participating Agency. Should a dispute arise between a Participating Agency and the TFC regarding the continued assignment of a RAVEN TFO, the matter will be brought to the Executive Board for a final determination.

CASE ASSIGNMENTS

16. The TFC will be responsible for opening, monitoring, directing, and closing all RAVEN investigations.
17. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the TFC.
18. All RAVEN personnel will have equal responsibility for each case assigned. All RAVEN personnel assigned to each case will be responsible for completing investigations from predication to resolution.

OPERATIONS

19. It is agreed that matters designated to be handled by RAVEN will not knowingly be subject to non-RAVEN law enforcement efforts by any of the Participating Agencies. It is incumbent on each Participating Agency to make proper internal notification regarding RAVEN's existence and areas of concern.
20. RAVEN investigative leads outside of the geographic areas of responsibility for ATF SAC-Denver or HSI SAC-Denver will be communicated to other ATF and HSI offices or other task forces for appropriate investigation.

CONFIDENTIAL HUMAN SOURCES

21. In handling Confidential Human Sources (CHS), all TFOs will, at a minimum, follow the policies and procedures of RAVEN.
22. Any payment issued by HSI to or for the benefit of a CHS must be documented pursuant to HSI guidelines and policies, which will be provided to all TFOs immediately upon their assignment to RAVEN and Participating Agencies upon request.

REPORTS AND RECORDS

23. Personnel assigned to RAVEN may utilize report forms and reporting formats required by their Participating Agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by RAVEN personnel will be made available for inclusion in the respective Participating Agency's files as appropriate.

INFORMATION SHARING

24. The Parties agree that information and data shared under this MOU are to be treated and used with an express understanding of confidentiality. Such information, as well as inquiries and requests for information, received by a Participating Agency under this MOU, is to be accorded protection from disclosure to third parties to the greatest extent permissible under the Colorado Rules of Criminal Procedure, the Federal Rules of Criminal Procedure, the Freedom of Information Act, 5 U.S.C. § 552, the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301 *et seq.* (“CCJRA”), and other applicable federal and/or state statutes and regulations; and subject to disclosure restrictions contained in the Privacy Act, 5 U.S.C. § 552a and the CCJRA.
25. A Participating Agency that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
26. Each Participating Agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
27. Participating Agencies will immediately report to the other Participating Agencies each instance in which investigative information received from the other Participating Agencies is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
28. The Participating Agency agrees that each may audit the handling and maintenance of investigative information in electronic and paper recordkeeping systems to ensure appropriate security and privacy protections are in place. Requests for audits shall go through the Executive Board, which will oversee any such audit, including the procedures for such audit, acknowledging that any audit will be strictly limited to the examination of security and privacy for confidential information. The Executive Board may designate a person or persons to coordinate the audit on behalf of the Executive Board and work directly with the Participating Agencies involved.
29. All personnel from the Participating Agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53, shall not be made except as provided by law.

PROSECUTIONS

30. RAVEN investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
31. A determination will be made on a case-by-case basis whether the prosecution of RAVEN cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of RAVEN, in consultation with appropriate prosecuting authorities.

INVESTIGATIVE METHODS

32. For RAVEN investigations that contemplate federal prosecution at any point during the investigation, the Participating Agencies agree to conform to ATF policies and procedures concerning investigative methods, evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Colorado state court system, the investigative methods employed by ATF SAs and TFOs shall conform to the requirements of Colorado state law, if they do not conflict with federal law.

USE OF LESS-LETHAL DEVICES

33. The Participating Agency of each individual assigned to RAVEN will ensure that while the individual is participating in RAVEN operations as a RAVEN officer, the individual will carry only less-lethal devices that the Participating Agency issued to the individual, and that the individual has been trained in accordance with their Participating Agency's policies and procedures.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

34. RAVEN personnel will follow their own Participating Agency's policies concerning firearms discharge and use of deadly force.

TITLE 19 TFO CUSTOMS OFFICER CROSS-DESIGNATION

35. The Participating Agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when the MOU is terminated or when the deputized TFOs leave the task force, or at the discretion of ATF.
36. Sworn investigators assigned full-time to RAVEN will be cross-designated by HSI as Title 19 TFOs with certain authorities of a federal Customs Officer. The cross-designation requires the HSI SAC to execute a separate MOU (Form 73-002) with the employing Participating Agency. This MOU will outline the HSI duties and Customs authorities that the cross-designated Title 19 TFO will be authorized to perform upon successful completion of an HSI TFO Course; however, the duties may be restricted on each Title 19 TFO's Designation Form (Form 73-001).

VEHICLES

37. Vehicles will be provided to TFOs by RAVEN on an as-needed basis subject to availability. Each TFO and their Participating Agency is responsible for general upkeep of their assigned vehicle(s), including fuel, and ensuring the vehicle is in safe working order. Maintenance on the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-physical damage insurance coverage for the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-liability insurance coverage for the TFO will be the responsibility of the TFO's employing Participating Agency. Nothing in this MOU precludes a Participating Agency from providing a vehicle to its assigned TFO.
38. Any damage occurring to an assigned vehicle supplied by RAVEN as a result of a TFO's negligence shall be the responsibility of the assigned TFO's home agency.

SALARY/OVERTIME COMPENSATION

39. The Participating Agencies remain responsible for all personnel costs for their RAVEN representatives, including salaries, overtime payments and fringe benefits consistent with their respective Participating Agency, except as described below.
40. Subject to funding availability and authorization, HSI may reimburse Participating Agencies for the cost of overtime worked by sworn law enforcement personnel assigned full-time to RAVEN in accordance with the individual Memorandum of Understanding Between Immigration and Customs Enforcement and Local, County, or State Law Enforcement Agency for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (SLOT MOU) entered into with each Participating Agency, provided overtime expenses were incurred as a result of RAVEN-related duties. Additionally, overtime costs may be reimbursed by RMHIDTA or from the federal seizure funds. Otherwise, overtime shall be compensated in accordance with applicable overtime provisions for the Participating Agencies and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

41. Property utilized by RAVEN in connection with authorized investigations and/or operations and in the custody and control and used at the direction of RAVEN will be maintained in accordance with the policies and procedures of the Participating Agency supplying the equipment. Property damaged or destroyed which was utilized by RAVEN in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of RAVEN will be the financial responsibility of the Participating Agency supplying said property. Property and equipment damaged as a result of a normal operational incident in conjunction with an authorized investigation may be repaired or replaced utilizing RAVEN operational funds.

FUNDING

42. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Participating Agencies hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Participating Agency shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Participating Agencies expressly acknowledge that the above language in no way implies that Congress or other relevant governing bodies will appropriate funds for such expenditures.
43. Procurements by RAVEN through funds acquired through grants or otherwise by RAVEN become the property of RAVEN ("RAVEN Item"). The City of Aurora divests any ownership interest in any RAVEN Item procured after January 1, 2021. In the event RAVEN disbands and procured items are split between the Participating Agencies, Aurora will not have any right or interest in RAVEN Items procured after January 1, 2021.
44. The Participating Agencies to this MOU understand and agree that any expenditure of the City and County of Denver shall extend only to funds appropriated by the Denver City Council for the purpose of the types of law enforcement activities contemplated by this MOU, encumbered for the types of law enforcement activities contemplated by this MOU, and paid into the Treasury of the City and County of Denver.

FORFEITURES

45. Asset forfeitures will be conducted in accordance with federal forfeiture laws, regulations, and guidelines, and in accordance with the direction of the RAVEN Executive Board.

DISPUTE RESOLUTION

46. In cases of overlapping jurisdiction, the Participating Agencies agree to work in concert to achieve RAVEN's objectives.

47. The Participating Agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the task force level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

48. All media releases and statements will be mutually agreed upon and jointly handled according, when practicable, to Participating Agency guidelines.

LIABILITY

49. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to RAVEN.

50. Each Participating Agency shall immediately notify the other Participating Agencies of any complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to RAVEN or otherwise relating to RAVEN. All parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing in this paragraph prevents any Participating Agency from conducting an independent administrative review of any incident giving rise to a claim. Each Participating Agency acknowledges that, with the exception of auto-physical damage as stated in paragraph 37 above, financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to RAVEN remains vested with their employing agency.

51. Liability for any conduct by RAVEN personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of any of the non-employing Participating Agencies and their governing bodies. Liability shall be the sole responsibility of the respective employee and/or the employing Participating Agency.

DURATION

52. The term of this MOU is for the duration of RAVEN, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the Participating Agencies.

53. Any Participating Agency may withdraw from RAVEN at any time by written notification to the Executive Board and the Task Force Commander at least thirty (30) days prior to withdrawal.

54. Upon termination of this MOU, all equipment provided to RAVEN will be returned to the supplying agency/agencies. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying agency/agencies.

Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any RAVEN participation.

MODIFICATIONS

55. This MOU may be modified at any time by written consent of all involved Participating Agencies.
56. Except as stated below, modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Participating Agency. The addition of other law enforcement agencies and the provision of funds or equipment by those agencies can be completed when approved by a majority of the Executive Board.

DISCLOSURE OF MOU

57. In the event that any of the Colorado governmental parties receive a records request for a copy of the MOU pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, or the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.*, the Colorado governmental parties will provide notification to the ATF SAC-Denver office and the HSI SAC-Denver office prior to releasing the MOU.

THE REMAINDER OF THE PAGE LEFT BLANK

SIGNATORIES

The signature below indicates that the individual has received and read a copy of this agreement and has the proper authority to, as a representative their agency/governmental entity, to agree to the terms and conditions therein

_____ Date Bureau of Alcohol, Tobacco, Firearms and Explosives

_____ Date County of Adams, Sheriff's Office

_____ Date County of Arapahoe, Sheriff's Office

See signature page below City of Aurora, Aurora Police Department

_____ Date City and County of Denver, Denver Police Department

_____ Date Denver District Attorney's Office

_____ Date County of Douglas, Sheriff's Office

_____ Date Department of Corrections - Parole

_____ Date Department of Homeland Security, Homeland Security Investigations

_____ Date County of Jefferson, Sheriff's Office

See signature page below City of Lakewood, Lakewood Police Department

_____ Date Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

_____ Date U.S. Attorney's Office

Dated this ____ day of _____, 2021.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

MEGAN PLATT, Assistant City Attorney

Dated this ____ day of _____, 2021.

CITY OF LAKEWOOD, COLORADO

DANIEL J. MCCASKY, Chief of Police
Lakewood Police Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

RESOLUTION NO. R2021 – _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPROVING THE 2021 MEMORANDUM OF UNDERSTANDING REGARDING THE
REGIONAL ANTI-VIOLENCE NETWORK

WHEREAS, the City of Aurora and multiple law enforcement and prosecutorial agencies, including the Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, the City of Lakewood, the City and County of Denver, the counties of Adams, Arapahoe, Douglas, and Jefferson, the Department of Corrections, the Denver District Attorney’s Office, the Rocky Mountain High Intensity Drug Trafficking Area, and the U.S. Attorney’s Office created a task force as a means to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking called the Regional Anti-Violence Network (“RAVEN”), formerly called the Metropolitan Gang Task Force (“MGTF”); and

WHEREAS, in January of 2019, the MGTF changed the name of the task force to RAVEN; and

WHEREAS, the City of Aurora, through the Aurora Police Department, has been a member of RAVEN for over 20 years; and

WHEREAS, like the last Memorandum of Understanding signed in 2017, the proposed 2021 MOU delineates the responsibilities of RAVEN personnel, formalizes relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximizes inter-agency cooperation; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Code authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, it is in the best interests of the citizens of Aurora to continue its involvement in the RAVEN and approve the 2021 Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The 2021 Memorandum of Understanding regarding the Regional Anti-Violence Network is hereby approved.

Section 2. The 2021 Memorandum of Understanding replaces and supersedes all other agreements and memorandums of understanding regarding the Metropolitan Gang Task Force and/or Regional Anti-Violence Network.

Section 3. The Mayor and City Clerk are hereby authorized to execute such 2021 Memorandum of Understanding regarding the Regional Anti-Violence Network with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are not inconsistent with this resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are expressly rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Megan Platt ^{RLA}

MEGAN PLATT, Assistant City Attorney

**2017 METRO GANG TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation and undersigned Denver metropolitan area law enforcement agencies participating on the Metro Gang Task Force (MGTF). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

NO ASSIGNMENT

2. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

AUTHORITIES

3. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section 533; 42 U.S.C. Section 3771; Title 28, Code of Federal Regulations (C.F.R.), Section 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

4. The purpose of this MOU is to delineate the responsibilities of MGTF personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

5. The mission of MGTF is to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking. MGTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

ORGANIZATIONAL STRUCTURE

6. MGTF will consist of a combined enforcement body of agencies participating in this MOU. The participating agencies, as set forth below, will provide full-time assigned personnel.

County of Arapahoe, Sheriff's Office
City of Aurora, Aurora Police Department
Colorado State Patrol
City and County of Denver, Denver Police Department
Denver District Attorney's Office
County of Douglas Sheriff's Office
FBI, Denver Division
Department of Homeland Security Investigations
County of Jefferson, Sheriff's Office
City of Lakewood, Lakewood Police Department
Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
Colorado National Guard Joint Counterdrug Task Force

DIRECTION, EXECUTIVE BOARD ROLE

7. All participants acknowledge that MGTF is a joint operation in which all agencies act as full partners in the operation of the task force. An Executive Board, made up of the Aurora Police Chief, the FBI Special Agent in Charge (SAC) of the Denver Division, and the department/agency heads, or their designees, of all other participating entities will be responsible for the strategy and direction of the MGTF. The Executive Board will meet on a regular basis to provide policy oversight and ensure that MGTF meets the goals and objectives of all participating agencies. Unresolved issues and conflicts involving MGTF between the Aurora Police Chief and the SAC should be brought to the Executive Board for consultation to assist in the decision-making process of the Aurora Police Chief and the SAC. Membership on the Executive Board can be delegated by the participating agency head to a subordinate.

SUPERVISION

8. The day-to-day operation, coordination, and execution of MGTF will be the joint responsibility of a Task Force Commander (TFC) appointed by the Aurora Police Chief and an FBI Supervisory Special Agent (SSA) appointed by the Denver Special Agent in Charge (SAC). Ultimate oversight, supervision, and administrative control of MGTF will be the joint responsibility of the Aurora Police Chief and the SAC, consistent with Section 3.3 of the FBI's Domestic Investigations and Operations Guide.
9. The TFC and all Task Force Officers (TFOs) will be federally deputized and provided federal law enforcement authority under Title 18 and Title 21 of the United States Code. The FBI SSA and TFC will provide operational and administrative leadership in equal measure and will coordinate appropriately to ensure mission success, compliance with all applicable FBI policies, and proper flow of information to all relevant parties. The daily management of MGTF by the SSA and TFC will be closely coordinated with the Executive Board. Responsibility for the conduct of MGTF members, both personally and professionally, shall remain with the respective agency heads.
10. Though the granting of federal law enforcement authority requires federal supervision, nothing in this document should be understood to impede the critical need for co-equal responsibility in the management and direction of MGTF or limit any otherwise existing authority enjoyed by any participant.
11. Conduct undertaken outside the scope of an individual's MGTF duties and assignments under this MOU shall not fall within the oversight responsibility of the FBI or any other agency that is not the individual's employing agency. As stated in paragraph 78, below, neither the United States nor the FBI shall be responsible for such conduct.

12. MGTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
13. MGTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU. Acknowledging that MGTF personnel will need to commit some time for non-MGTF matters, personnel assigned to MGTF by the participating agencies will be committed full time to the MGTF assignment.
14. As a general rule, continued assignment of personnel to MGTF will be based on performance and at the discretion of the appropriate participating agency. The FBI SAC and FBI SSA MGTF supervisor will also retain discretion to remove, under extraordinary circumstances, Title 18 and Title 21 federal law enforcement authority from any MGTF assigned individual. Any such decision would be coordinated, to the extent reasonably possible, with the TFC and Executive Board.

CASE ASSIGNMENTS

15. The FBI SSA, in consultation with the TFC, will be responsible for opening, monitoring, directing, and closing all MGTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
16. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the FBI SSA and TFC.
17. For FBI administrative purposes, MGTF cases will be entered into the relevant FBI computer system.
18. All MGTF personnel will have equal responsibility for each case assigned. All MGTF personnel assigned to each case will be responsible for completing investigations from predication to resolution.

OPERATIONS

19. It is agreed that matters designated to be handled by MGTF will not knowingly be subject to non-MGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding MGTF's existence and areas of concern.
20. It is agreed that there will be no unilateral action taken on the part of the FBI or any participating agency relating to MGTF investigations or areas of concern as described in paragraph 5. All law enforcement actions will be coordinated and cooperatively carried out.
21. MGTF investigative leads outside of the geographic areas of responsibility for Denver FBI will be communicated to other FBI offices for appropriate investigation.

CONFIDENTIAL HUMAN SOURCES

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-MGTF personnel will be limited to those situations where it is essential to the effective performance of MGTF. These disclosures will be consistent with applicable DOJ and FBI policies and guidelines.
23. Non-FBI MGTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the MGTF.
24. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released by MGTF personnel without prior FBI approval.
25. In those instances where a participating agency provides a CHS, utilization of such CHS will be approved by the Task Force Commander. All documentation regarding non-FBI CHSs will be secured by the Task Force Commander.
26. The United States Attorney General's Guidelines, and any amendment thereto, and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of MGTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure. Any CHS opened by a state or local TFO prior to federal deputation will be reopened as an FBI CHS if the CHS is being used in furtherance of a subsequent MGTF investigation. Failure to do so may result in DOJ's refusal to represent the TFO during any potential litigation proceedings filed against the TFO in his or her individual capacity.
27. Operation, documentation, and payment of any CHS opened and operated in furtherance of an MGTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI MGTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of MGTF investigations shall be maintained at location determined by the TFC.

REPORTS AND RECORDS

28. Personnel assigned to MGTF may utilize report forms and reporting formats required by their respective agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by MGTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
29. Records and reports generated in MGTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and operational matters will be maintained in the FBI investigative file for MGTF.
30. MGTF investigative records maintained at the Denver Field Office of the FBI will be available to all MGTF personnel, as well as their supervisory and command staff, subject to pertinent legal, administrative and/or policy restrictions.
31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of MGTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by MGTF personnel.

32. All MGTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to FBI SSA approval.
33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
34. The Parties acknowledge that this MOU may provide MGTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by MGTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

35. No information possessed by the FBI, to include information derived from informal communications between MGTF personnel and FBI employees not assigned to MGTF, may be disseminated by MGTF personnel to non-MGTF personnel without the approval of the FBI SSA and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, MGTF personnel will not provide participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing party so that corrective action can be taken.
37. A Party that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
38. Each participating agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Participating agencies will immediately report to the other participating agencies, including the FBI, each instance in which investigative information received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. The Parties agree that they may audit the handling and maintenance of investigative information in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

41. MGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of MGTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of MGTF, in consultation with appropriate prosecuting authorities.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or a determination is made to prosecute an MGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal and federal limitations.

INVESTIGATIVE METHODS

44. For MGTF investigations that contemplate federal prosecution at any point during the investigation or in which FBI CHSs are utilized, the parties agree to conform to FBI policies and procedures concerning investigative methods, evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Colorado state court system, the investigative methods employed by FBI SAs and deputized TFOs shall conform to the requirements of Colorado state law.

UNDERCOVER OPERATIONS

45. All MGTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL DEVICES

46. The parent agency of each individual assigned to MGTF will ensure that while the individual is participating in MGTF operations as a federally deputized task force officer, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to MGTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by individuals assigned to MGTF are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices. Pursuant to Section VII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all individuals assigned to MGTF must be made aware of and adhere to the policy and its limits on DOJ officers.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

48. MGTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

49. All local and state law enforcement personnel designated to MGTF, subject to a limited background inquiry, will be federally deputized and provided federal law enforcement authority under Title 18 and Title 21 of the United States Code. These deputations should remain in effect throughout the tenure of each investigator's assignment to MGTF, or until the termination of MGTF, whichever comes first.
50. Deputized MGTF personnel will be subject to the rules and regulations pertaining to such deputation, including federal supervision requirements imposed by the United States Marshals Service and existing FBI policy. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

51. In furtherance of this MOU, federally deputized MGTF personnel may be permitted to drive FBI owned or leased vehicles for official MGTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to MGTF personnel will require the execution of a separate Vehicle Use Agreement.
52. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MGTF business.
53. The FBI and the United States will not be responsible for any tortious act or omission on the part of federally deputized MGTF personnel or for any liability resulting from the use of an FBI owned or leased vehicle utilized by federally deputized MGTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
54. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by federally deputized MGTF personnel while engaged in any conduct other than their official duties and assignments under this MOU and that is in accordance with applicable federal rules and procedures governing the use of a federal vehicle.
55. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by federally deputized MGTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

56. The participating agencies remain responsible for all personnel costs for their MGTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 57 below.

57. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by deputized non-federal MGTF personnel assigned full-time to MGTF, provided overtime expenses were incurred as a result of MGTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to MGTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable overtime provisions for the participating agencies and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

58. Property utilized by MGTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of MGTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by MGTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MGTF, will be the financial responsibility of the agency supplying said property.

FUNDING

59. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress or other relevant governing bodies will appropriate funds for such expenditures.

60. The parties to this MOU understand and agree that any expenditure of the City and County of Denver shall extend only to funds appropriated by the Denver City Council for the purpose of the types of law enforcement activities contemplated by this MOU, encumbered for the types of law enforcement activities contemplated by this MOU, and paid into the Treasury of the City and County of Denver.

FORFEITURES

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with MGTF operations.

62. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to MGTF investigations may be equitably shared with the agencies participating in MGTF.

DISPUTE RESOLUTION

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve MGTF's objectives.

64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the task force level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SECURITY CLEARANCES

67. The FBI maintains secure office space and computer networks within MGTF's facility. A "Top Secret" security clearance is required for unescorted access to FBI space and networks.
68. Local and state law enforcement personnel with a need to know assigned to MGTF will have an opportunity to apply for a security clearance sponsored by the FBI. Any state or local law enforcement personnel who do not acquire a security clearance will not be allowed unescorted access to FBI secured space and computer networks.
69. If a candidate from a participating agency will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If the FBI determines that a prospective candidate shall not be eligible for the required security clearance, the participating agency shall be notified and a request shall be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, MGTF personnel will be required to obtain and maintain a "Top Secret" security clearance. MGTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the MGTF, each individual whose assignment to the MGTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to MGTF.
75. Each party agrees to notify the others in the event of receipt of a civil, criminal, or

administrative claim arising from this MOU. All parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. The participating agency shall immediately notify the FBI and the FBI shall immediately notify the pertinent participating agencies of any complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of federally deputized personnel assigned to the MGTF or otherwise relating to the MGTF. The participating agency/FBI acknowledges that financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to MGTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to MGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to MGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MGTF personnel.
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens. v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the MGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the Denver FBI, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any MGTF personnel. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).
78. Liability for any conduct by MGTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved. Liability for any conduct by FBI personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the participating agencies, or any of them, and their governing bodies,

and shall be the sole responsibility of the respective employee and/or the FBI. Federal, state, local, and tribal officers enjoy qualified immunity from suit from constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." *Harlow v. Fitzgerald*, 457 U.S. 800 (1982).

DURATION

79. The term of this MOU is for the duration of MGTF, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the participating agencies.
80. Any participating agency may withdraw from MGTF at any time by written notification to the FBI SSA and the Task Force Commander at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to MGTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MGTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.
83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

DISCLOSURE OF MOU

84. In the event that any of the Colorado governmental parties receive a records request for a copy of the MOU pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, or the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.*, the Colorado governmental parties will provide notification to the SAC of the Denver FBI office prior to releasing the MOU.

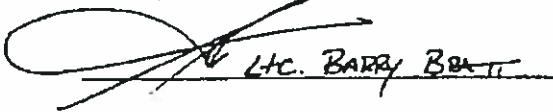
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SIGNATORIES

The signature below indicates that the individual has received and read a copy of this agreement and has the proper authority to, as a representative their agency/governmental entity, to agree to the terms and conditions therein

 **SHERIFF** County of Arapahoe, Sheriffs Office

See signature page below

 **LT. BARRY BEATI**

City of Aurora, Aurora Police Department

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

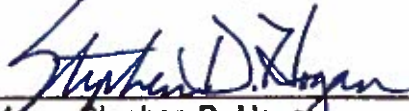
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City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

Dated this 5th day of June, 2017.

CITY OF AURORA, COLORADO



Mayor Stephen D. Hogan

ATTEST:



Linda Blackston
City Clerk

APPROVED AS TO FORM:



Nancy Rodgers, Sr. Asst. City Attorney

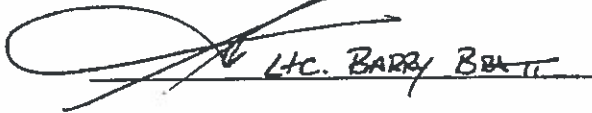
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City of Aurora, Aurora Police Department

_____  Digitally signed by
SOPER ROBERT COLLETT.1035391351
DN: cn=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=ISA,
cn=SOPER ROBERT COLLETT.1035391351
Date: 2017.08.08 14:24:55 -0500

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

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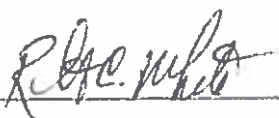
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City of Aurora, Aurora Police Department

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

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City of Aurora, Aurora Police Department

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Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department

Denver District Attorney's Office *Ryan Brackley*

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

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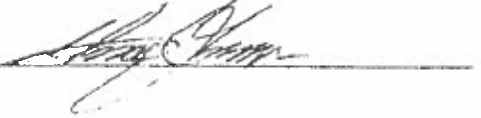
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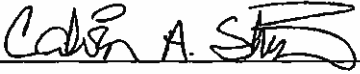


City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)


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COUNTY OF JEFFERSON
STATE OF COLORADO



Jeff Shrader, Sheriff

Date: 5/15/17

APPROVED AS TO FORM



Kurtis Behn
Assistant County Attorney

Dated this 26 day of May, 2017.



CITY OF LAKEWOOD, COLORADO

A handwritten signature in blue ink, appearing to read "Daniel J. McCasky", written over a horizontal line.

Daniel J. McCasky, Chief of Police
Lakewood Police Department

ATTEST:

A handwritten signature in blue ink, appearing to read "Michele Millard", written over a horizontal line.

Deputy City Clerk, Michele Millard

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Janet Young", written over a horizontal line.

Janet Young, Deputy City Attorney
Office of the City Attorney

SIGNATORIES

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City and County of Denver, Denver Police Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

See signature page below

City of Lakewood, Lakewood Police Department



Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)



CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: April 2021 UCR Report and |
| Item Initiator: Darin Parker, Deputy Chief of Police |
| Staff Source/Legal Source: Darin Parker, Deputy Chief of Police |
| Outside Speaker: N/A |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
 - Information Only
 - Approve Item and Move Forward to Regular Meeting
 - Approve Item as proposed at Regular Meeting
 - Approve Item with Waiver of Reconsideration
- Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Monthly report of crime statistics.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

N/A

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



Aurora Police Department - UCR Statistics

District: ALL

| <i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i> | 4 Week Last Year | 4 Week Current Year | 4 Week Difference | 4 Week % Chg | Y-T-D Last Year | Y-T-D Current Year | Y-T-D Difference | Y-T-D % Chg - or - % of Total |
|---|----------------------|---------------------|-------------------|--------------|----------------------|--------------------|------------------|-------------------------------------|
| Current Wk 14: 03/29/21 - 04/04/21 | 03/01 - 03/28 | | + or - | % chg | 01/01 - 03/28 | | + or - | % chg |

Major Crimes 03/02/20 - 03/29/20

| | | | | | | | | |
|---------------------------------------|------------|--------------|-------------|--------------|--------------|--------------|---------------|--------------|
| Murder Victims | 2 | 2 | -- | 0.0% | 6 | 5 | -1 | (16.7%) |
| Sex Assault Victims | 23 | 22 | -1 | (4.3%) | 84 | 71 | -13 | (15.5%) |
| Spouse / Dating | 5 | 5 | -- | 0.0% | 24 | 11 | -13 | 15% |
| Familial | 1 | 1 | -- | 0.0% | 7 | 5 | -2 | 7% |
| Otherwise Known | 6 | 6 | -- | 0.0% | 17 | 23 | +6 | 32% |
| Sex Assault DV Victims | 4 | 5 | +1 | 25.0% | 21 | 11 | -10 | 15% |
| Agg Assault Victims | 117 | 203 | +86 | 73.5% | 365 | 586 | +221 | 60.5% |
| Spouse / Dating | 32 | 34 | +2 | 6.3% | 91 | 103 | +12 | 18% |
| Familial | 7 | 14 | +7 | 100.0% | 36 | 44 | +8 | 8% |
| Otherwise Known | 24 | 48 | +24 | 100.0% | 95 | 137 | +42 | 23% |
| Agg Assault DV Victims | 35 | 31 | -4 | (11.4%) | 92 | 114 | +22 | 19% |
| Robbery | 29 | 47 | +18 | 62.1% | 149 | 189 | +40 | 26.8% |
| Major Violent Crimes Reported | 171 | 274 | +103 | 60.2% | 604 | 851 | +247 | 40.9% |
| Burglary | 116 | 142 | +26 | 22.4% | 364 | 456 | +92 | 25.3% |
| MVT | 185 | 416 | +231 | 124.9% | 594 | 1,436 | +842 | 141.8% |
| Larceny | 490 | 624 | +134 | 27.3% | 1,667 | 2,040 | +373 | 22.4% |
| Major Property Crimes Reported | 791 | 1,182 | +391 | 49.4% | 2,625 | 3,932 | +1,307 | 49.8% |
| Major Index Crimes Reported | 962 | 1,456 | +494 | 51.4% | 3,229 | 4,783 | +1,554 | 48.1% |

Criminal Arrests

| | | | | | | | | |
|--------------------------|------------|------------|-------------|----------------|--------------|--------------|---------------|----------------|
| Physical Arrests | 567 | 347 | -220 | (38.8%) | 2,155 | 1,026 | -1,129 | (52.4%) |
| Criminal Summonses | 410 | 294 | -116 | (28.3%) | 1,283 | 1,033 | -250 | (19.5%) |
| DUI/DUID (Detox Summons) | 56 | 38 | -18 | (32.1%) | 196 | 144 | -52 | (26.5%) |
| Total Arrests | 977 | 641 | -336 | (34.4%) | 3,438 | 2,059 | -1,379 | (40.1%) |

Traffic Enforcement

| | | | | | | | | |
|------------------------------------|--------------|--------------|-------------|----------------|--------------|--------------|---------------|----------------|
| Traffic Tickets Muni | 1,313 | 930 | -383 | (29.2%) | 5,528 | 4,212 | -1,316 | (23.8%) |
| Traffic Tickets in GO's Muni | 288 | 215 | -73 | (25.3%) | 1,173 | 743 | -430 | (36.7%) |
| Total MET Tickets Muni | 960 | 893 | -67 | (7.0%) | 3,542 | 3,810 | +268 | 7.6% |
| Total Traffic Tickets Muni | 1,601 | 1,145 | -456 | (28.5%) | 6,701 | 4,955 | -1,746 | (26.1%) |
| Total Traffic Tickets State | 235 | 173 | -62 | (26.4%) | 1,120 | 418 | -702 | (62.7%) |
| Total Traffic Tickets | 1,836 | 1,318 | -518 | (28.2%) | 7,821 | 5,373 | -2,448 | (31.3%) |

Traffic Accidents

| | | | | | | | | |
|------------------------|------------|------------|-------------|----------------|--------------|--------------|-------------|----------------|
| Fatal | 2 | 1 | -1 | (50.0%) | 6 | 4 | -2 | (33.3%) |
| Injury | 43 | 22 | -21 | (48.8%) | 159 | 99 | -60 | (37.7%) |
| Non-Injury | 766 | 514 | -252 | (32.9%) | 2,994 | 2,196 | -798 | (26.7%) |
| Total Accidents | 811 | 537 | -274 | (33.8%) | 3,159 | 2,299 | -860 | (27.2%) |



Aurora Police Department - UCR Statistics

District: 1

| <i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i> | 4 Week Last Year | 4 Week Current Year | 4 Week Difference | 4 Week % Chg | Y-T-D Last Year | Y-T-D Current Year | Y-T-D Difference | Y-T-D % Chg - or - % of Total |
|---|-------------------------|----------------------------|--------------------------|---------------------|------------------------|---------------------------|-------------------------|--------------------------------------|
| Current Wk 14: 03/29/21 - 04/04/21 | 03/01 - 03/28 | | + or - | % chg | 01/01 - 03/28 | | + or - | % chg |

Major Crimes 03/02/20 - 03/29/20

| | | | | | | | | |
|---------------------------------------|------------|------------|-------------|--------------|--------------|--------------|-------------|--------------|
| Murder Victims | 2 | 1 | -1 | (50.0%) | 5 | 3 | -2 | (40.0%) |
| Sex Assault Victims | 11 | 9 | -2 | (18.2%) | 36 | 30 | -6 | (16.7%) |
| Spouse / Dating | 1 | 2 | +1 | 100.0% | 9 | 4 | -5 | 13% |
| Familial | 0 | 0 | -- | -- | 2 | 2 | -- | 7% |
| Otherwise Known | 3 | 2 | -1 | (33.3%) | 5 | 6 | +1 | 20% |
| Sex Assault DV Victims | 1 | 1 | -- | 0.0% | 8 | 3 | -5 | 10% |
| Agg Assault Victims | 75 | 92 | +17 | 22.7% | 188 | 289 | +101 | 53.7% |
| Spouse / Dating | 18 | 10 | -8 | (44.4%) | 46 | 42 | -4 | 15% |
| Familial | 5 | 4 | -1 | (20.0%) | 17 | 15 | -2 | 5% |
| Otherwise Known | 17 | 20 | +3 | 17.6% | 47 | 60 | +13 | 21% |
| Agg Assault DV Victims | 20 | 10 | -10 | (50.0%) | 46 | 50 | +4 | 17% |
| Robbery | 16 | 27 | +11 | 68.8% | 90 | 103 | +13 | 14.4% |
| Major Violent Crimes Reported | 104 | 129 | +25 | 24.0% | 319 | 425 | +106 | 33.2% |
| Burglary | 59 | 73 | +14 | 23.7% | 181 | 212 | +31 | 17.1% |
| MVT | 78 | 187 | +109 | 139.7% | 245 | 622 | +377 | 153.9% |
| Larceny | 213 | 208 | -5 | (2.3%) | 663 | 749 | +86 | 13.0% |
| Major Property Crimes Reported | 350 | 468 | +118 | 33.7% | 1,089 | 1,583 | +494 | 45.4% |
| Major Index Crimes Reported | 454 | 597 | +143 | 31.5% | 1,408 | 2,008 | +600 | 42.6% |

Criminal Arrests

| | | | | | | | | |
|--------------------------|------------|------------|-------------|----------------|--------------|------------|-------------|----------------|
| Physical Arrests | 232 | 147 | -85 | (36.6%) | 954 | 413 | -541 | (56.7%) |
| Criminal Summonses | 167 | 123 | -44 | (26.3%) | 508 | 427 | -81 | (15.9%) |
| DUI/DUID (Detox Summons) | 17 | 15 | -2 | (11.8%) | 62 | 63 | +1 | 1.6% |
| Total Arrests | 399 | 270 | -129 | (32.3%) | 1,462 | 840 | -622 | (42.5%) |

Traffic Enforcement

| | | | | | | | | |
|------------------------------------|------------|------------|-------------|----------------|--------------|--------------|---------------|----------------|
| Traffic Tickets Muni | 327 | 151 | -176 | (53.8%) | 1,444 | 687 | -757 | (52.4%) |
| Traffic Tickets in GO's Muni | 103 | 92 | -11 | (10.7%) | 450 | 277 | -173 | (38.4%) |
| Total MET Tickets Muni | 180 | 146 | -34 | (18.9%) | 699 | 588 | -111 | (15.9%) |
| Total Traffic Tickets Muni | 430 | 243 | -187 | (43.5%) | 1,894 | 964 | -930 | (49.1%) |
| Total Traffic Tickets State | 104 | 51 | -53 | (51.0%) | 457 | 122 | -335 | (73.3%) |
| Total Traffic Tickets | 534 | 294 | -240 | (44.9%) | 2,351 | 1,086 | -1,265 | (53.8%) |

Traffic Accidents

| | | | | | | | | |
|------------------------|------------|------------|------------|----------------|--------------|------------|-------------|----------------|
| Fatal | 0 | 1 | +1 | -- | 2 | 3 | +1 | 50.0% |
| Injury | 16 | 7 | -9 | (56.3%) | 65 | 43 | -22 | (33.8%) |
| Non-Injury | 254 | 198 | -56 | (22.0%) | 1,094 | 869 | -225 | (20.6%) |
| Total Accidents | 270 | 206 | -64 | (23.7%) | 1,161 | 915 | -246 | (21.2%) |



Aurora Police Department - UCR Statistics

District: 2

| <i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i> | 4 Week Last Year | 4 Week Current Year | 4 Week Difference | 4 Week % Chg | Y-T-D Last Year | Y-T-D Current Year | Y-T-D Difference | Y-T-D % Chg - or - % of Total |
|---|----------------------|---------------------|-------------------|--------------|----------------------|--------------------|------------------|-------------------------------------|
| Current Wk 14: 03/29/21 - 04/04/21 | 03/01 - 03/28 | | + or - | % chg | 01/01 - 03/28 | | + or - | % chg |

Major Crimes 03/02/20 - 03/29/20

| | | | | | | | | |
|---------------------------------------|------------|------------|-------------|---------------|--------------|--------------|-------------|--------------|
| Murder Victims | 0 | 1 | +1 | -- | 0 | 2 | +2 | -- |
| Sex Assault Victims | 7 | 8 | +1 | 14.3% | 25 | 25 | -- | 0.0% |
| Spouse / Dating | 2 | 2 | -- | 0.0% | 8 | 3 | -5 | 12% |
| Familial | 1 | 1 | -- | 0.0% | 4 | 2 | -2 | 8% |
| Otherwise Known | 2 | 1 | -1 | (50.0%) | 6 | 10 | +4 | 40% |
| Sex Assault DV Victims | 2 | 2 | -- | 0.0% | 7 | 5 | -2 | 20% |
| Agg Assault Victims | 25 | 73 | +48 | 192.0% | 120 | 202 | +82 | 68.3% |
| Spouse / Dating | 5 | 15 | +10 | 200.0% | 26 | 40 | +14 | 20% |
| Familial | 1 | 5 | +4 | 400.0% | 12 | 17 | +5 | 8% |
| Otherwise Known | 5 | 18 | +13 | 260.0% | 34 | 53 | +19 | 26% |
| Agg Assault DV Victims | 7 | 13 | +6 | 85.7% | 28 | 42 | +14 | 21% |
| Robbery | 7 | 11 | +4 | 57.1% | 33 | 52 | +19 | 57.6% |
| Major Violent Crimes Reported | 39 | 93 | +54 | 138.5% | 178 | 281 | +103 | 57.9% |
| Burglary | 29 | 42 | +13 | 44.8% | 103 | 154 | +51 | 49.5% |
| MVT | 60 | 145 | +85 | 141.7% | 202 | 533 | +331 | 163.9% |
| Larceny | 160 | 234 | +74 | 46.3% | 572 | 732 | +160 | 28.0% |
| Major Property Crimes Reported | 249 | 421 | +172 | 69.1% | 877 | 1,419 | +542 | 61.8% |
| Major Index Crimes Reported | 288 | 514 | +226 | 78.5% | 1,055 | 1,700 | +645 | 61.1% |

Criminal Arrests

| | | | | | | | | |
|--------------------------|------------|------------|-------------|----------------|--------------|------------|-------------|----------------|
| Physical Arrests | 204 | 112 | -92 | (45.1%) | 775 | 342 | -433 | (55.9%) |
| Criminal Summonses | 167 | 131 | -36 | (21.6%) | 506 | 413 | -93 | (18.4%) |
| DUI/DUID (Detox Summons) | 21 | 15 | -6 | (28.6%) | 80 | 46 | -34 | (42.5%) |
| Total Arrests | 371 | 243 | -128 | (34.5%) | 1,281 | 755 | -526 | (41.1%) |

Traffic Enforcement

| | | | | | | | | |
|------------------------------------|------------|------------|-------------|----------------|--------------|--------------|-------------|----------------|
| Traffic Tickets Muni | 554 | 441 | -113 | (20.4%) | 2,378 | 2,231 | -147 | (6.2%) |
| Traffic Tickets in GO's Muni | 101 | 60 | -41 | (40.6%) | 371 | 235 | -136 | (36.7%) |
| Total MET Tickets Muni | 489 | 430 | -59 | (12.1%) | 1,724 | 2,041 | +317 | 18.4% |
| Total Traffic Tickets Muni | 655 | 501 | -154 | (23.5%) | 2,749 | 2,466 | -283 | (10.3%) |
| Total Traffic Tickets State | 62 | 82 | +20 | 32.3% | 363 | 203 | -160 | (44.1%) |
| Total Traffic Tickets | 717 | 583 | -134 | (18.7%) | 3,112 | 2,669 | -443 | (14.2%) |

Traffic Accidents

| | | | | | | | | |
|------------------------|------------|------------|-------------|----------------|--------------|------------|-------------|----------------|
| Fatal | 1 | 0 | -1 | (100.0%) | 2 | 0 | -2 | (100.0%) |
| Injury | 16 | 9 | -7 | (43.8%) | 58 | 33 | -25 | (43.1%) |
| Non-Injury | 278 | 157 | -121 | (43.5%) | 989 | 695 | -294 | (29.7%) |
| Total Accidents | 295 | 166 | -129 | (43.7%) | 1,049 | 728 | -321 | (30.6%) |



Aurora Police Department - UCR Statistics

District: 3

| <i>UCR crimes are measured by a count of victims and/or incidents reported during data period</i> | 4 Week Last Year | 4 Week Current Year | 4 Week Difference | 4 Week % Chg | Y-T-D Last Year | Y-T-D Current Year | Y-T-D Difference | Y-T-D % Chg - or - % of Total |
|---|----------------------|---------------------|-------------------|--------------|----------------------|--------------------|------------------|-------------------------------------|
| Current Wk 14: 03/29/21 - 04/04/21 | 03/01 - 03/28 | | + or - | % chg | 01/01 - 03/28 | | + or - | % chg |

Major Crimes 03/02/20 - 03/29/20

| | | | | | | | | |
|---------------------------------------|------------|------------|-------------|--------------|------------|--------------|-------------|--------------|
| Murder Victims | 0 | 0 | -- | -- | 1 | 0 | -1 | (100.0%) |
| Sex Assault Victims | 5 | 5 | -- | 0.0% | 22 | 15 | -7 | (31.8%) |
| Spouse / Dating | 2 | 1 | -1 | (50.0%) | 7 | 3 | -4 | 20% |
| Familial | 0 | 0 | -- | -- | 1 | 1 | -- | 7% |
| Otherwise Known | 1 | 3 | +2 | 200.0% | 6 | 7 | +1 | 47% |
| Sex Assault DV Victims | 1 | 2 | +1 | 100.0% | 6 | 3 | -3 | 20% |
| Agg Assault Victims | 17 | 37 | +20 | 117.6% | 57 | 93 | +36 | 63.2% |
| Spouse / Dating | 9 | 9 | -- | 0.0% | 19 | 21 | +2 | 23% |
| Familial | 1 | 5 | +4 | 400.0% | 7 | 11 | +4 | 12% |
| Otherwise Known | 2 | 10 | +8 | 400.0% | 14 | 24 | +10 | 26% |
| Agg Assault DV Victims | 8 | 8 | -- | 0.0% | 18 | 22 | +4 | 24% |
| Robbery | 6 | 9 | +3 | 50.0% | 26 | 34 | +8 | 30.8% |
| Major Violent Crimes Reported | 28 | 51 | +23 | 82.1% | 106 | 142 | +36 | 34.0% |
| Burglary | 28 | 26 | -2 | (7.1%) | 78 | 86 | +8 | 10.3% |
| MVT | 47 | 84 | +37 | 78.7% | 145 | 278 | +133 | 91.7% |
| Larceny | 113 | 176 | +63 | 55.8% | 422 | 549 | +127 | 30.1% |
| Major Property Crimes Reported | 188 | 286 | +98 | 52.1% | 645 | 913 | +268 | 41.6% |
| Major Index Crimes Reported | 216 | 337 | +121 | 56.0% | 751 | 1,055 | +304 | 40.5% |

Criminal Arrests

| | | | | | | | | |
|--------------------------|------------|-----------|------------|----------------|------------|------------|-------------|----------------|
| Physical Arrests | 95 | 60 | -35 | (36.8%) | 298 | 178 | -120 | (40.3%) |
| Criminal Summonses | 76 | 37 | -39 | (51.3%) | 266 | 188 | -78 | (29.3%) |
| DUI/DUID (Detox Summons) | 18 | 8 | -10 | (55.6%) | 52 | 34 | -18 | (34.6%) |
| Total Arrests | 171 | 97 | -74 | (43.3%) | 564 | 366 | -198 | (35.1%) |

Traffic Enforcement

| | | | | | | | | |
|------------------------------------|------------|------------|-------------|----------------|--------------|--------------|-------------|----------------|
| Traffic Tickets Muni | 376 | 305 | -71 | (18.9%) | 1,461 | 1,216 | -245 | (16.8%) |
| Traffic Tickets in GO's Muni | 80 | 58 | -22 | (27.5%) | 334 | 220 | -114 | (34.1%) |
| Total MET Tickets Muni | 253 | 285 | +32 | 12.6% | 1,013 | 1,113 | +100 | 9.9% |
| Total Traffic Tickets Muni | 456 | 363 | -93 | (20.4%) | 1,795 | 1,436 | -359 | (20.0%) |
| Total Traffic Tickets State | 68 | 27 | -41 | (60.3%) | 270 | 73 | -197 | (73.0%) |
| Total Traffic Tickets | 524 | 390 | -134 | (25.6%) | 2,065 | 1,509 | -556 | (26.9%) |

Traffic Accidents

| | | | | | | | | |
|------------------------|------------|------------|------------|----------------|------------|------------|-------------|----------------|
| Fatal | 1 | 0 | -1 | (100.0%) | 2 | 1 | -1 | (50.0%) |
| Injury | 10 | 6 | -4 | (40.0%) | 32 | 22 | -10 | (31.3%) |
| Non-Injury | 212 | 147 | -65 | (30.7%) | 807 | 582 | -225 | (27.9%) |
| Total Accidents | 223 | 153 | -70 | (31.4%) | 841 | 605 | -236 | (28.1%) |



CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: Youth Violence and Initiatives Overview and Discussion |
| Item Initiator: Jason Batchelor, Deputy City Manager |
| Staff Source/Legal Source: Jason Batchelor, Deputy City Manager |
| Outside Speaker: John Kellner, 18th Judicial District Attorney and Council Member Angela Lawson |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Youth violence and initiatives overview and discussion.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

N/A

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

| |
|---|
| Item Title: Youth Violence Prevention Program Update |
| Item Initiator: Jessica Prosser, Director of Housing and Community Services |
| Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services; Tim Joyce, Assistant City Attorney |
| Outside Speaker: N/A |
| Council Goal: 2012: 1.2--Develop neighborhood and community relationships |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Young people are witnessing their friends and loved ones die at an alarming rate due to acts of gun violence. In response, Aurora is committed to ending violence among youth by merging the many efforts and resources currently available across the city, to tackle this issue more strategically. Aurora will be convening the Youth Violence Prevention Action Table (YVPAT) – a conglomerate of youth, community and city leaders, to identify immediate and actionable items needed to support youth violence prevention efforts.

In partnership with YVPAT, the Housing and Community Services Department will create a program to support the strategies developed by YVPAT. These strategies are meant to be used in combination and across sectors to prevent youth violence before it starts and to support protective community environments that reduce exposure to community-level risks. Building out the local infrastructure to support these prevention strategies cannot be accomplished by city government alone. It will take a significant community-wide commitment and private public partnerships. Later in 2021 a series of funding opportunities that will expand Youth Zone pop-up events as well as programs targeting the risk and protective factors around youth violence.

This update to the policy committee will include the following:

Introduction of the new Youth Program Manager

Acknowledgement of Youth Violence Awareness Week

Compact with Denver

Creation of Action Table

Youth Pop-up events summer of 2021

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

The City shall have all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters, and all powers which are granted to home rule cities by the Constitution of the State of Colorado. (City Charter, art. 1-3). Council has the power to preserve and enforce good government, general welfare, order and security of the city and its inhabitants. (City Charter, art. 3-9) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: In 2020, City Council created a new revenue source by increasing the city’s retail marijuana sales tax rate by 1.0 percentage point effective July 1, 2020. This increase is projected to generate \$1.1 million in FY 2021. Of this total, funding of \$531,400 will cover the personnel costs associated with 1.0 FTE Youth Violence Prevention Manager position required to collaborate with city departments, community mental health agencies, and school districts to ensure that juvenile system agencies and the program are all coordinating efforts regarding at risk juveniles and 5.0 FTE Youth Violence Prevention Outreach Specialist positions required to provide a bridge between the community, gang involved youth and families, and various agencies that respond to the problem of community youth violence. In addition, operating funding of \$599,100 is required to support community service agencies and programs directly related to youth violence prevention. Of this total, \$125,000 will be utilized to cover programmatic expenses and \$474,100 will cover contract support necessary to operate the program. the It is important to note that the Youth Violence Prevention Program funding was discussed at the October 12, 2020 study session.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: Gang Initiatives and Discussion |
| Item Initiator: Danelle Carrel, Public Safety Committee Liaison |
| Staff Source/Legal Source: Chris Poppe, Police Lieutenant |
| Outside Speaker: John Kellner, 18th Judicial District DA |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)
- Information Only

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Forwarded Without Recommendation
 - Minutes Attached
 - Does Not Recommend Approval
 - Recommendation Report Attached
 - Minutes Not Available
-

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A presentation of Aurora Police Department's pilot program to more efficiently and effectively investigate and solve violent crimes involving criminal street gangs, firearms, and which are linked to other crimes as a pattern.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

N/A

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

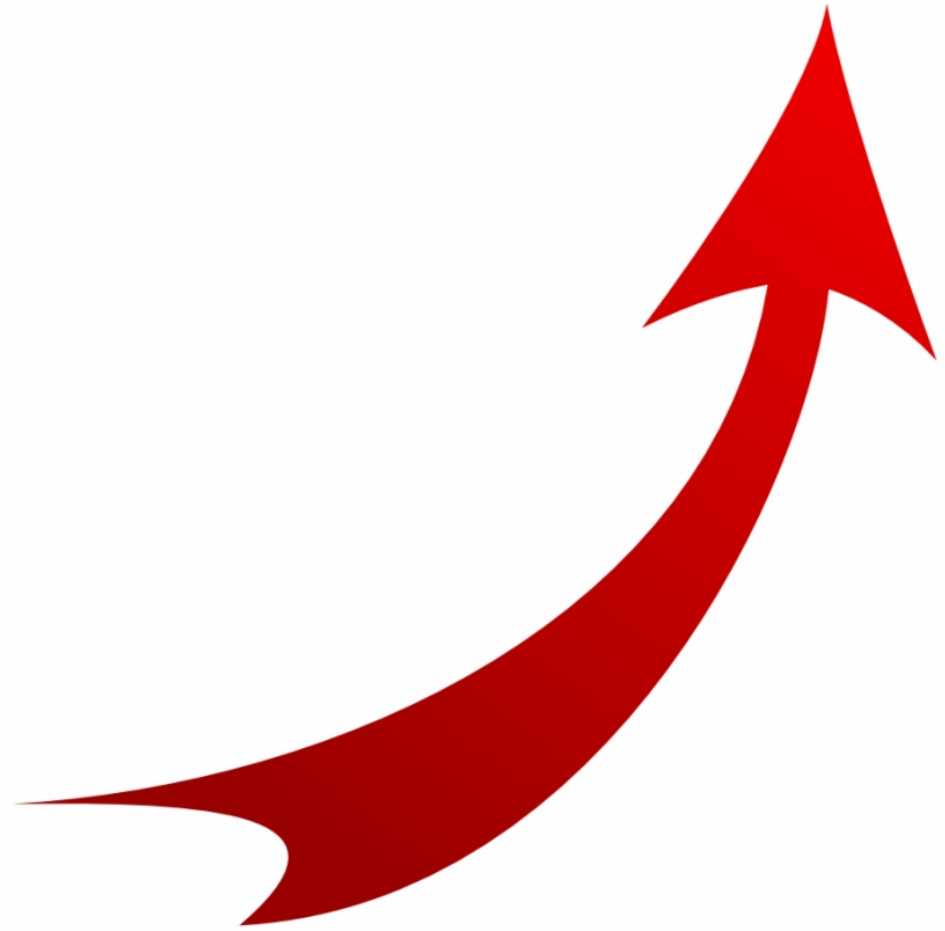
PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

AURORA POLICE
DEPARTMENT
GANG &
ROBBERY
INVESTIGATIVE
TEAM (G.R.I.T.)

VIOLENT
CRIME IS ON
THE RISE
NATIONWIDE



PACT STATISTICS (2020)



Aurora Police Department - PACT Statistics

District: ALL

| <i>Trend crimes are measured by a count of incidents that occurred during the data periods</i> | Wk 49 | Wk 50 | Wk 51 | Wk 52 | (52 Week) Weekly Avg | 4 Week Prior | 4 Week Current | 4 Week Difference | 4 Week % Chg | (3 Year) 4 Week Avg | Y-T-D Last Year | Y-T-D Current Year | Y-T-D Difference | Y-T-D % Chg | (5 Year) Y-T-D Avg |
|--|-------|-------|-------|-------|----------------------|---------------|----------------|-------------------|--------------|---------------------|-----------------|--------------------|------------------|-------------|--------------------|
| Current Wk 53: 12/28/20 - 01/03/21 | | | | | | 11/02 - 11/29 | 11/30 - 12/27 | + or - | % chg | avg | 01/01 - 12/27 | | + or - | % chg | avg |
| Robbery | 23 | 16 | 12 | 19 | 15 | 47 | 70 | +23 | 48.9% | 52 | 634 | 767 | +133 | 21.0% | 591 |
| Robbery Commercial | 4 | 7 | 5 | 2 | 3 | 16 | 18 | +2 | 12.5% | 14 | 137 | 173 | +36 | 26.3% | 151 |
| Robbery Individual | 19 | 9 | 7 | 17 | 11 | 31 | 52 | +21 | 67.7% | 38 | 497 | 594 | +97 | 19.5% | 440 |
| Robbery Street | 18 | 8 | 7 | 15 | 10 | 27 | 48 | +21 | 77.8% | 33 | 433 | 497 | +64 | 14.8% | 385 |
| Robbery Residential | 1 | 1 | 0 | 2 | 2 | 4 | 4 | +0 | 0.0% | 5 | 64 | 97 | +33 | 51.6% | 55 |

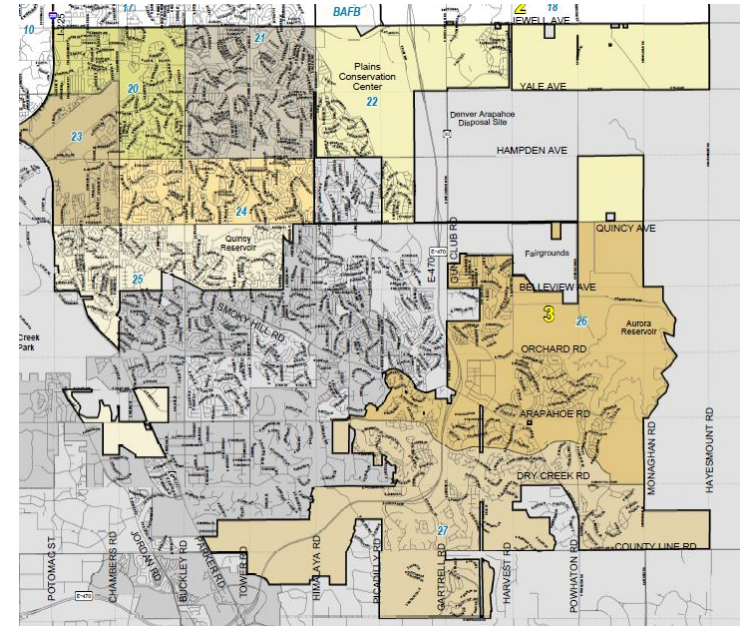
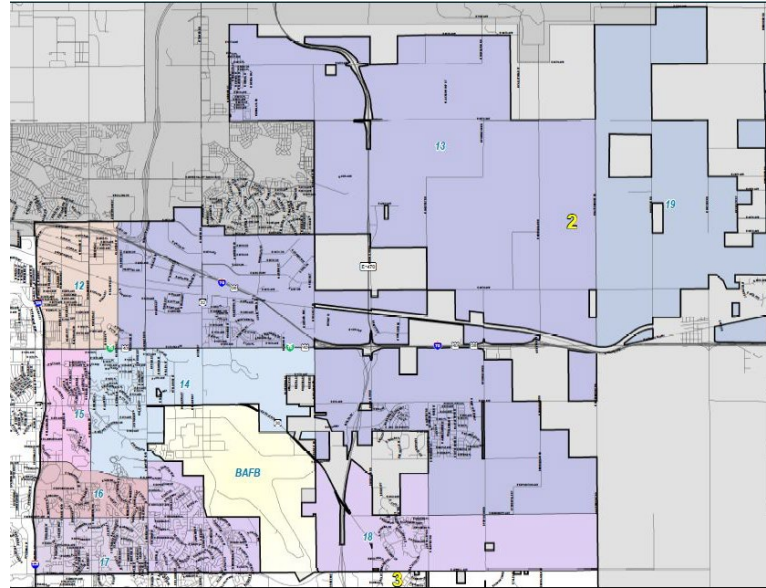
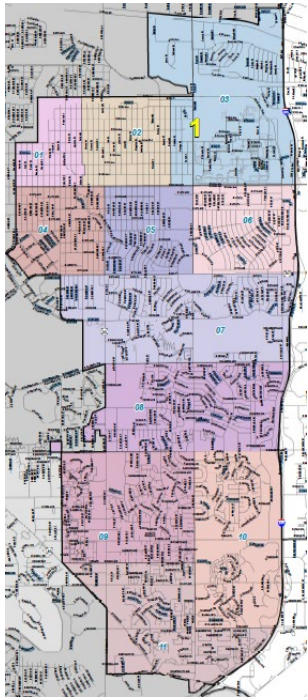


PATTERN CRIMES

- Same criminals are often involved in robberies, car-jackings, shootings, burglaries, motor vehicle thefts, and other violent crimes
- Gang members commit these crimes to benefit the group



SMALL NUMBER
OF CRIMINALS
ARE
RESPONSIBLE
FOR A LARGE
NUMBER OF
CRIMES



DE-CENTRALIZED DETECTIVES ALL INVESTIGATE ROBBERIES

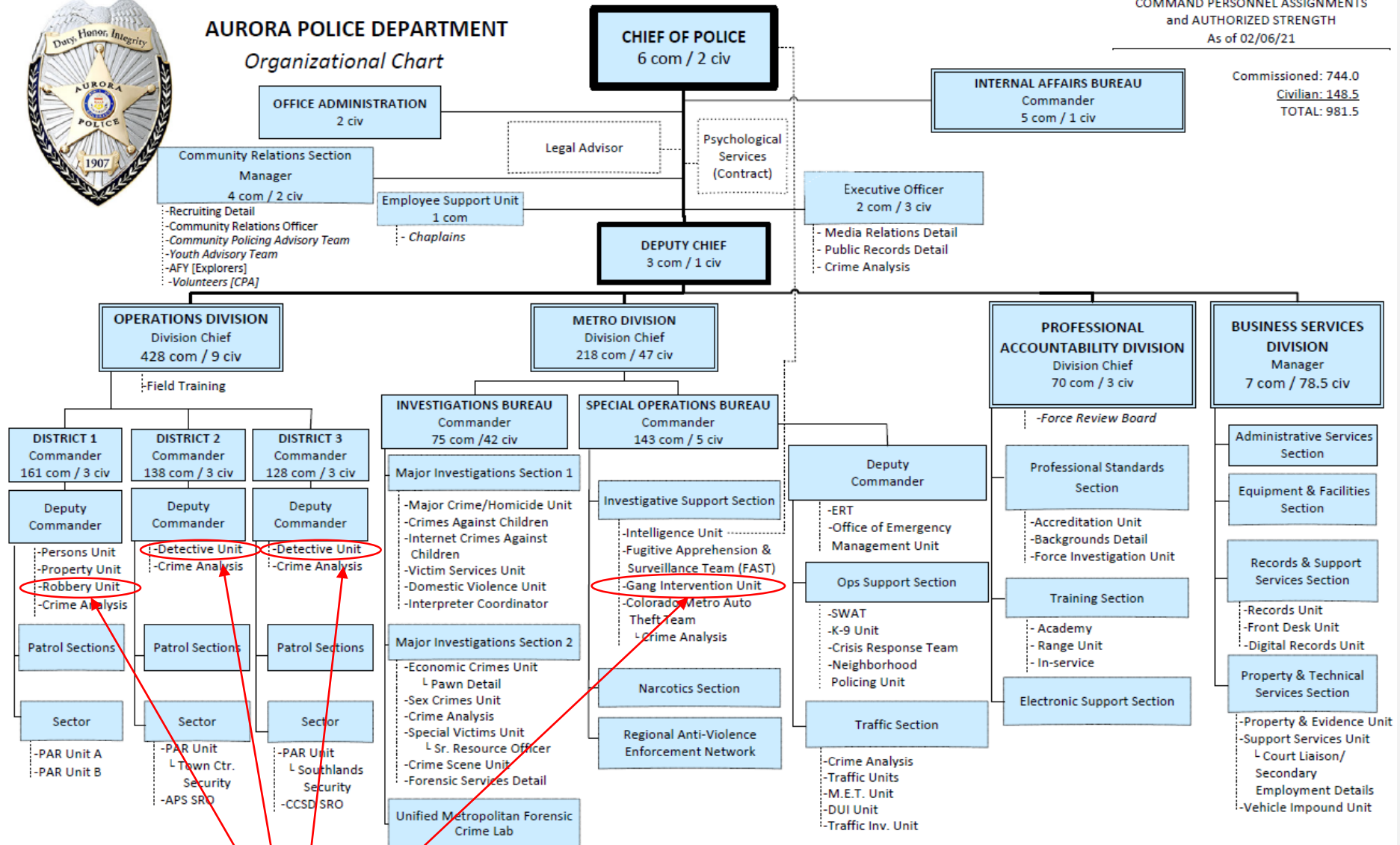


AURORA POLICE DEPARTMENT

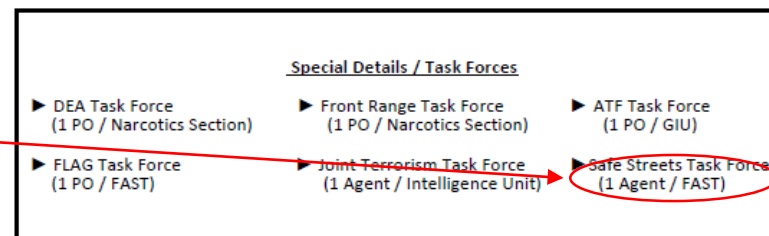
Organizational Chart

COMMAND PERSONNEL ASSIGNMENTS
and AUTHORIZED STRENGTH
As of 02/06/21

Commissioned: 744.0
Civilian: 148.5
TOTAL: 981.5



Pre-GRIT ...
Multiple units all investigating robbery crimes

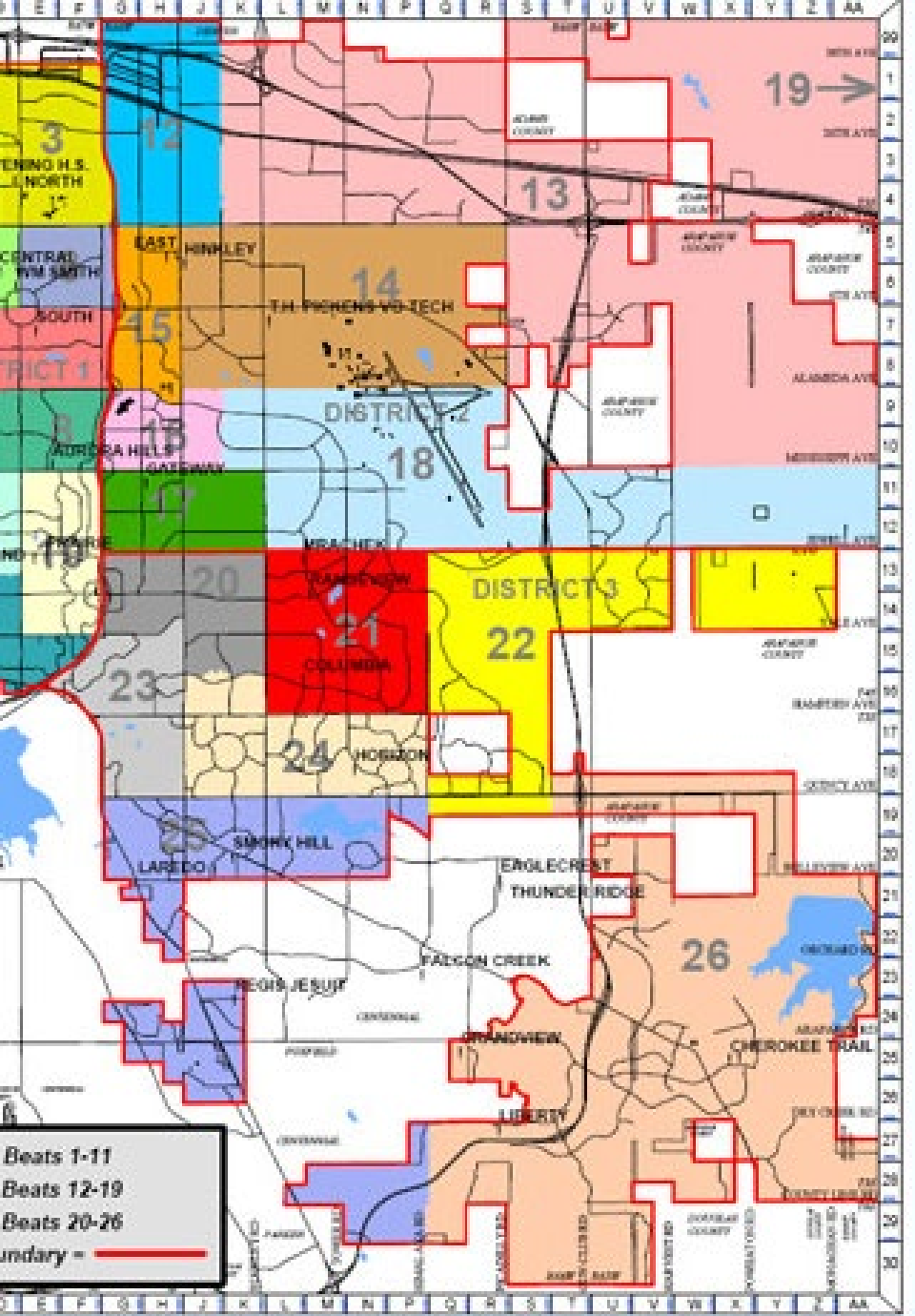


HISTORICALLY

Pattern robberies span all 3 Districts and are often assigned to 3 different groups of detectives before the pattern is identified.



This creates difficulty identifying patterns.



G.R.I.T. -
 RESPONSIBLE FOR ALL PATTERN
 ROBBERIES
 CITYWIDE

A group of police officers in dark uniforms are standing in a field. The officer in the center has "AURORA POLICE GANG UNIT" printed on the back of their vest. Other officers are visible in the foreground and background, some wearing sunglasses. The background shows a grassy field and trees under a bright sky.

COOPERATIVE INVESTIGATIONS BETWEEN DETECTIVES AND UNIFORM SUPPORT TEAMS

G.R.I.T. Deployment (day shift)

1 Sergeant

8 Detectives

4 from existing Gang Unit

2 from DI Robbery team

1 from D2

1 from D3

Crime Analyst

Uniform Gang Unit (swing shift)

1 Sergeant

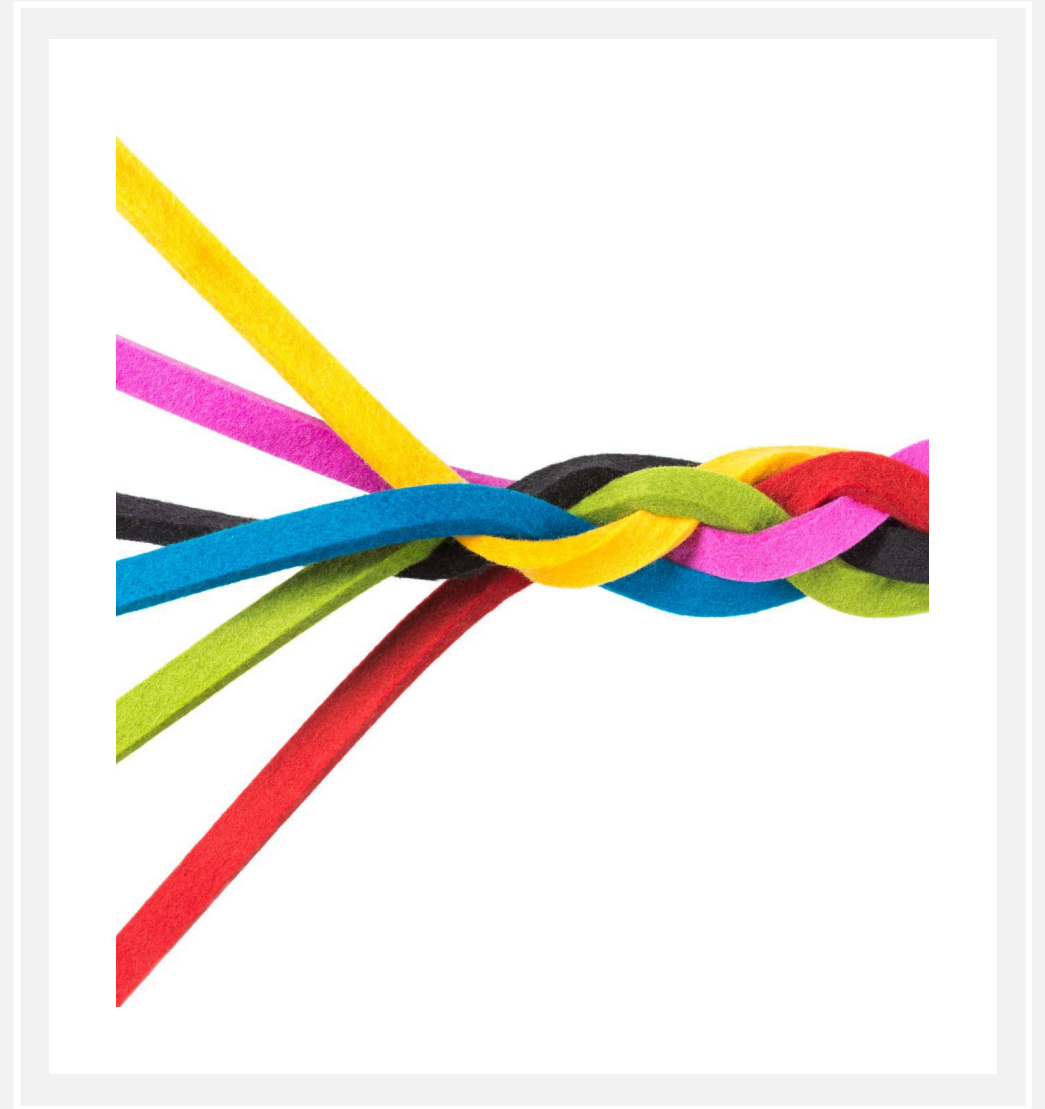
6 Uniform officers

DETECTIVES WORKING CLOSELY WITH UNIFORM TEAM

The G.R.I.T. Detectives have easy access to a team of uniform officers to assist with investigative tasks and nightly follow-up


***The same uniform team continues to support numerous other investigative teams as well*

Daily briefings and case updates with the teams



G.R.I.T. TEAM FOCUS

- The focus of the team will be on the following violent crimes, which are typically committed by criminal street gangs, involve a firearm, and are often linked to other crimes (AKA: pattern crimes);
 - Gang related shootings/assaults,
 - Business robberies (almost always part of a pattern)
 - Car jackings (almost always part of a pattern)
 - Possession of a Weapon by Previous Offender (POWPO)
 - Home Invasion Robberies that are part of a pattern



NON-G.R.I.T.
CASES STILL
INVESTIGATED
BY DISTRICT
DETECTIVES

- Due to the limited number of detectives, the following crimes would likely be deferred to the District Detective teams;
 - Shoplifting crimes that become robberies due to suspect resistance
 - Opportunity robberies that are typically listed as Street Robberies (unless part of a pattern)
 - Home Invasion robberies that are not related to a pattern
 - Other non-pattern related robberies

- UTILIZE –
- INVESTIGATIVE TEAM
- ENHANCED INVESTIGATIVE TOOLS AND TECHNIQUES
- METRO-WIDE REACH
- GRAND JURY
- FEDERAL PROSECUTION
- DEDICATED DA
- NIBIN (NEXT SLIDE)

G.R.I.T. PARTNERS





NATIONAL INTEGRATED BALLISTIC
INFORMATION NETWORK



CONTINUALLY EVALUATE EFFECTIVENESS

Questions?



CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: Jonathan Smith Report Analysis and Planned Action - AFR |
| Item Initiator: Cynthia Andersen, Deputy Fire Chief |
| Staff Source/Legal Source: Fernando Gray, Fire Chief/Isabelle Evans, Senior Assistant City Attorney |
| Outside Speaker: N/A |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Initial Report and findings presented to City Council on March 8, 2021

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Present the strategy established to incorporate the information and recommendations from the Jonathan Smith report. Subcommittees were identified to address policy, training and technology needs and include ongoing training and compliance.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. City Charter § 7-4(e). I. Evans

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**Aurora Fire Rescue
Jonathan Smith Recommendation
Implementation and Review Timeline**

MISSION AND OBJECTIVES

MISSION

- AFR found immense value in the independent report. Although Dr. Melissa Costello the medical subject matter expert for the panel detailed that she backed the decision to administer ketamine, with the information that the providers had at the time, there are still opportunities for improvement and AFR will pursue implementing these enhancements with urgency

OBJECTIVES

- Review findings/recommendations from the Jonathan Smith report
- Identify related AFR procedures, training lessons, and technology that should be explored for implementation
- Develop realistic/viable options

Jonathan Smith Report – Specific to AFR Findings & Recommendations Summation

Aurora Fire Rescue Related Recommendations:

- 1. Transition from Aurora Police Department to EMS**
 - A. Develop a template for transition of patient care and information
- 2. Building a Culture of Patient Advocacy**
 - A. Empower EMS providers to act as advocates for patients during in custody situations
- 3. Training to Complete EMS Assessment**
 - A. Review Protocols related to sedation to ensure a complete assessment is completed.
- 4. Independence and Separate Authority of Medical Personnel**
 - A. Message and reinforce to our internal staff and community that AFR is not an extension of law enforcement
- 5. Administration of Ketamine**
 - A. According to the report, there is consensus among MDs in EMS, that Ketamine is an appropriate medication for agitated patients and AFR should avoid replacing this medication with another that poses a greater risk to patients and staff

Jonathan Smith Report – Actions Already Implemented

1. Diversity, Equity and Inclusion

- A. Removing bias is a leadership pillar of the Fire Chief, part of the department's doctrine and clearly expected by all members
- B. A DEI Team has been mobilized with a specific mission to address implicit bias within the department. Measurable and actionable interventions are now imbedded into to the departments Manual of Procedures
- C. Composition includes a diverse group of passionate members from the rank of Captain to Firefighter

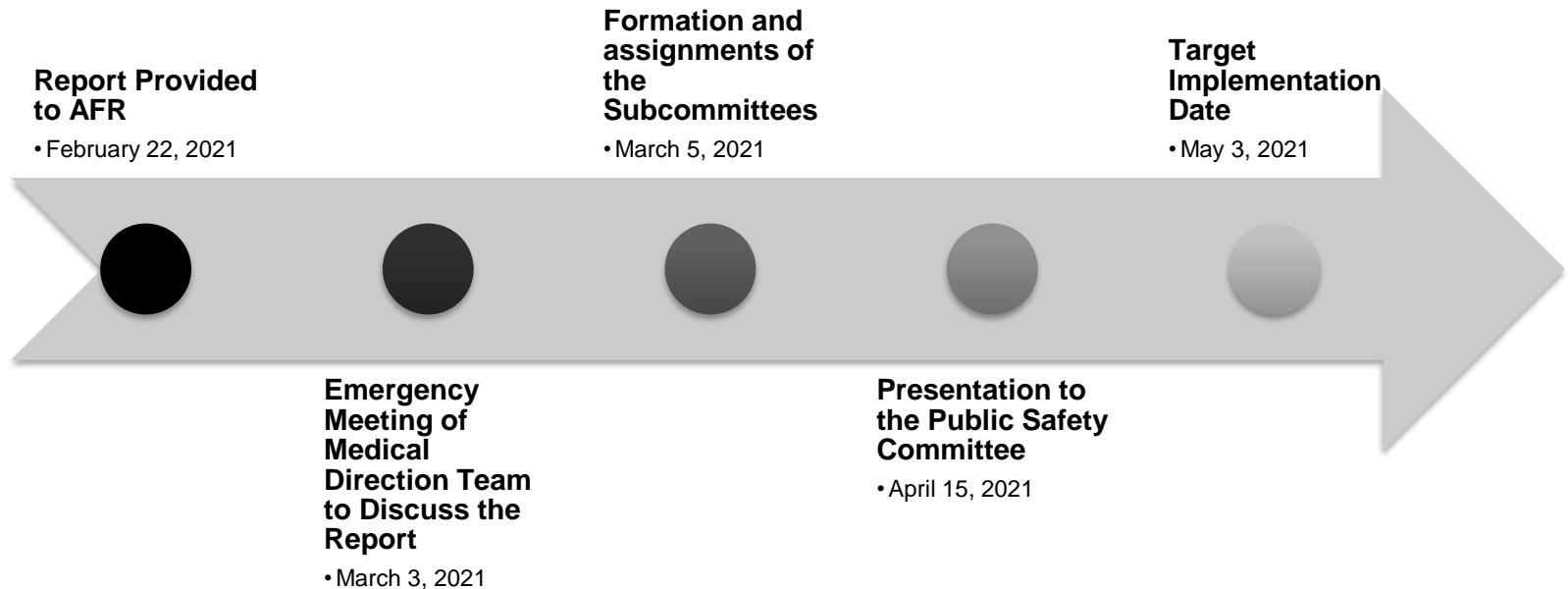
2. Enhanced Quality Assurance and Improvement

- A. This was considered an area of strength but we are always looking to improve processes and outcomes
- B. All cases of ketamine administration were reviewed by the Medical Direction Team prior to the moratorium and now all incidents involving the use of any sedatives or restraints are also now reviewed

3. Weight Estimates Protocol Amendment

- A. A protocol amendment was implemented related to weight-based medications. If an accurate weight cannot be obtained by the patient or a family member, several crew members are required to determine their own independent weight estimations to see if their estimates are in agreement

Jonathan Smith Report – Findings & Recommendations Timeline



Subcommittees

- **Procedures**
 - Eric Hill, Medical Director
 - Rod Weber, Commander, Emergency Response
- **Training**
 - Danny Willner, MD
 - Cindy Andersen, Deputy Chief, Training and Personnel Support
- **Technology**
 - Kalen Abbott, MD
 - Derrek Devan, Captain Incumbent Training

Subcommittee Initial Assignments— Protocol, Policy and Procedures Group

- Review and revise Manual of Procedures (MOPs) to reflect the following:
 - Clear Transition Process
 - Patient Advocacy is a priority
 - Coordinate with PD to ensure this mirrors their general orders
- Review and revise Protocol with the following areas of focus:
 - Reducing the weight-based dose and maximum dose for ketamine (low end of the range will preserve the safety margin)
 - Pre-sedation checklist
 - Equipment that should be in place prior to sedation

Protocol, Policy and Procedures Group

- Clear Transition Process
 - Newly developed MOP 6.14
 - Clear and dedicated time and process for transfer of information between law enforcement and EMS
- Patient Advocacy
 - Newly developed MOP 6.14
 - Establishes the culture for all personnel on scene that people in custody of law enforcement when EMS arrives are patients needing prompt evaluation and treatment
- MOP 6.14 was developed in conjunction with APD

Protocol, Policy and Procedures Group

- Aurora EMS protocol updates
 - The medical director will not seek to extend or modify the CDPHE waiver related to ketamine at this time.
 - The department will monitor and capture patient and responder injuries as tool to measure the impact.
 - Pre-sedation checklist to be used for all patients that are receiving medication for sedation
 - Pre-sedation check list will also include required equipment to be in place prior to sedation
- MOP 5.4 was also updated to document required equipment expectations for all EMS responses

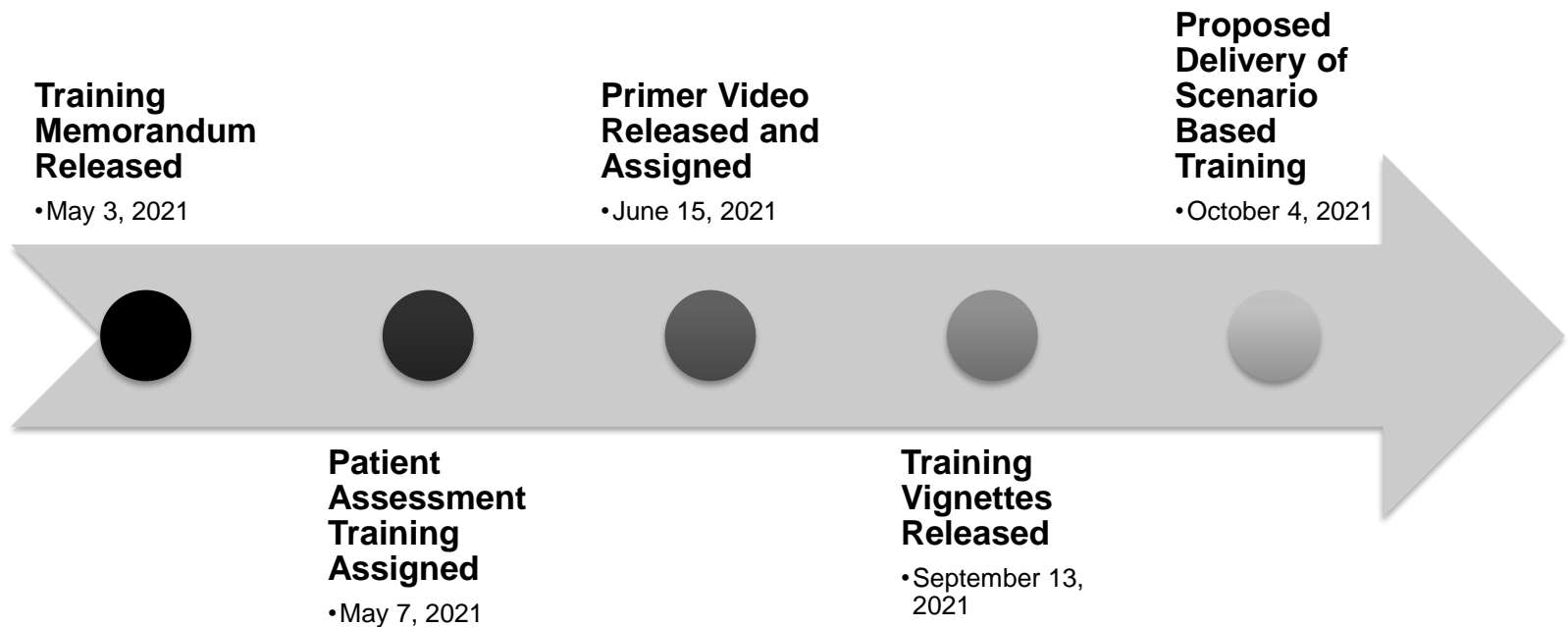
Subcommittee Initial Assignments— Training Group

- Develop training to reinforce conducting assessments
- Training to address changes to the transfer of information of care and information of patients
- Reinforcing philosophy of patient advocacy in conjunction with APD
- Provide additional training related to cognitive errors in medical decision making
- Training to reinforce bringing appropriate equipment to the scene

Training Plan Implementation

- Provide a scaled approach to training that builds on itself and reinforces proactive changes in the culture of the department and patient management/treatment
- Incorporate APD in the development and delivery of training videos and in-services
- Utilize department Learning Management Systems and QA/QI to monitor compliance and adherence

Training Plan Timeline



Training Plan Implementation

- Training will be assigned to members via the AFR/APD learning management system (LMS)
- Patient Assessment Training
 - Three courses provided on AFR learning management system
- Release primer video
 - Addressing disparities in EMS and Healthcare
- Create a series of vignettes that actively reinforce changes in:
 - Department MOP's and Patient advocacy
 - Interaction with APD and transition of care
 - Bias and cognitive errors

Training Plan Implementation:

- Annual refresher training and knowledge assessment will be assigned to every paramedic on the protocols for combative patient management through the department LMS.
- Compliance is recorded through AFR's LMS
- Skills assessment are validated through quarterly skills training



Potential Partnership with University Hospital

- AFR is exploring a technology-based training that would involve all response personnel would participate in a in person scenario-based training conducted at CAPE
 - Center for Advancing Professional Excellence Facilitated by J Ward -Gaines MD who currently trains physicians, nurses and clinicians on cognitive errors



Subcommittee Initial Assignments— Technology Group

- Conduct high-level research related to the concept of operations for EMS body worn cameras
- Remote (smaller) medical devices for cardiac monitoring
- Enhanced Telemedicine Online Medical Control
- Scales or adjunct to assist with weight estimation

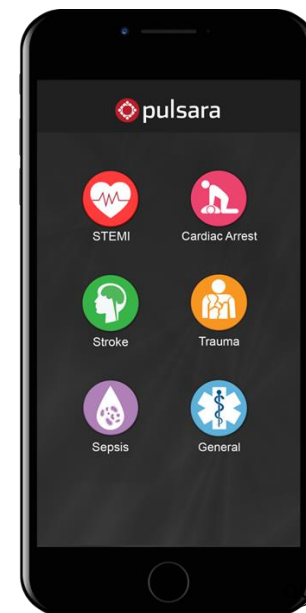
Technology

- Use of a body camera is not a privacy violation as long as the footage is used for the QA/QI process
- Body camera could be used in the QA/QI process
- Provides safety for the crew and the citizen
- Store basic video footage for an average of 6 months high acuity calls for as long as necessary
- Would require policies to protect patient privacy, IT infrastructure to store the data, and personnel to manage the data and review footage
- Zetronic are safety glasses with 1080p HD recording w/ memory up to 128GB.
 - Weatherproof, Durable with electronic video stabilization
- Global industrial Detecto 8500 digital weight scale
 - Slim profile to be used under pram.



Enhanced Telemedicine Online Medical Control

- The City of Aurora EMS System has commenced with utilizing telemedicine physician care on select low acuity patients as a part of the ET3 program through CMS.
 - Participation in the program is optional for the patient.
 - Telemedicine visits are being performed by a licensed physician in the State of Colorado
 - Carepoint Healthcare (who is providing the telemedicine physicians for ET3 for Falck) has expressed interest in expanding telemedicine consultations to paramedics for non-ET3 types of calls.
- PULSARA
 - HIPAA compliant platform for telemedicine consults and communication
 - Integration with Zoll cardiac monitors to transmit data to hospital
 - Applications within Community Paramedicine for telemedicine visits such as mental health
 - Direct video communication on scene with emergency physicians to provide online medical control



Cardiac Monitoring Devices

- Lifecard CF

- A built in ECG display that allows you to monitor the ECG during hook up
- can record up to seven days of continuous ECG using one AAA battery and one memory card
- rugged and splash proof design and its patented 3-channel 3-electrode hook up are all designed keeping patient comfort and compliance in mind

- Evo

- Evo is designed to capture up to 48 hours of high quality three channel ECG data
- Individual lead wires for easy removal
- The onboard screen provides a signal quality check and information to the technician to ensure good quality recordings
- Small and lightweight, at just 2½ oz (72g)

- Zoll monitor

- Is durable, compact, and lightweight yet delivers all of the capabilities you expect from a full-featured monitor
- Has both Wi-Fi and Bluetooth capabilities to communicate with the hospitals
- Currently being used by AFR



QUESTIONS





CITY OF AURORA

Council Agenda Commentary

| |
|---|
| Item Title: Aurora Fire Rescue Special Operations |
| Item Initiator: Fernando Gray, Fire Chief |
| Staff Source/Legal Source: Eric Franks, Battalion Chief/Isabelle Evans, Senior Assistant City Attorney |
| Outside Speaker: N/A |
| Council Goal: 2012: 1.0--Assure a safe community for people |

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)
- Information Only

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Forwarded Without Recommendation
- Minutes Attached
- Does Not Recommend Approval
- Recommendation Report Attached
- Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

Annual PSCCS presentation concerning Aurora Fire Rescue Special Operations. AFR Spec Ops represents, Wildland Fire teams, Hazardous Materials / Mass Decon Operations, Technical Rescue Team, and Water rescue Team.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The Presentation will be in a Powerpoint type format. The slides will cover AFR Special Operations: AFR Spec Ops represents, Wildland Fire teams, Hazardous Materials / Mass Decon Operations, Technical Rescue Team, and Water Rescue Team. Discussion and description will be available during presentation.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. City Charter § 7-4(e). I. Evans

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

AURORA FIRE RESCUE

SPECIAL OPERATIONS PROGRAM UPDATE



Presented By: Eric Franks
Battalion Chief



AURORA FIRE RESCUE SPECIAL OPERATIONS PROGRAMS



- **HAZARDOUS MATERIALS TEAM**
- **TECHNICAL RESCUE TEAM**
- **WATER RESCUE TEAM**
- **WILDLAND FIREFIGHTING TEAM**



2021 Objectives

Increase Haz-Mat Technicians (HM Tech) to recommended levels

Incorporate Equipment/Technology Changes

Develop specifications for replacement “Haz-Mat 2” Apparatus

Membership Overview

Training

CE Schedule

Target Solutions

“Bench” Members

HM Tech Academy –

2020 AFG Grant Award



HAZARDOUS MATERIALS TEAM





2021 Objectives

New apparatus

New Heavy Rescue 5 Delivered

Complete New TRT Equipment Replacement for HR5

Shore 5 Replacement / Air Light Unit

Membership Overview

Training

CE Schedule

TRT Academy

Water Rescue SMEs

Develop CMCB Cert



TECHNICAL RESCUE TEAM



Developing Team

Currently Dependent on TRT for Resources

Ice Rescue

Swiftwater Rescue

Membership Overview

Increase Personnel

Training

Water Rescue Academy 2021

Swim Test Practice

Equipment

Increase Equipment Cache

Apparatus

Rescue Boat

Tow Vehicle



WATER RESCUE TEAM



Membership Overview

2020 “Significant” Colorado Wildfire Year Training

RT 130 – Annual Refresher

Shelter Deployment Practice

Arduous Pack Test

3 miles, 45 Pound Pack, < 45 minutes.

New Recruits – IQS Training “Red Card”

Station 13, Station 8, Station 15

Equipment

PPE

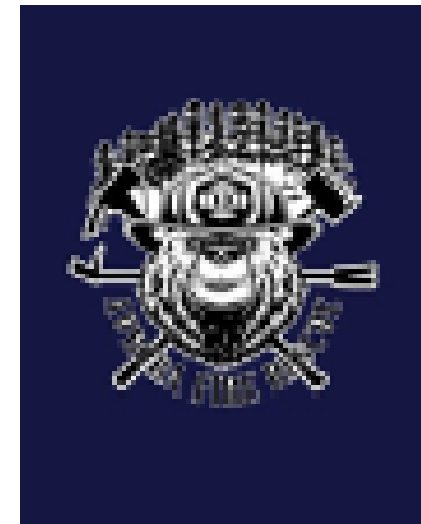
St. 8

Apparatus

Type 6 – 2021 Delivery

Type 3 – 2021 Delivery

Tactical Water Tender



WILDLAND RESPONSE TEAM CO - AURX





THANK YOU !

