

Community Policing Development (CPD) De-Escalation Training Center Sub-award
Between the Parties
Fort Hays State University
And
City of Pueblo, Colorado

This ***Memorandum of Understanding*** (*hereinafter* “MOU”) is entered into this ____ day of _____, 2021 by and between the Central Region of the National De-escalation Training Center (*hereinafter* “Central NDTC”), facilitated by the Department of Criminal Justice and University Police Department at Fort Hays State University (*hereinafter* “FHSU”), located at 600 Park Street, Hays, KS 67601, and the City of Pueblo through its Police Department (*hereinafter* “Agency”), a local law enforcement agency, located at 200 W. Main Street, Pueblo, CO 81003.

Agency agrees to participate in the International Association of Directors of Law Enforcement Standards and Training (*hereinafter* “IADLEST”) certified NDTC *De-escalation Principles and Practice* training program (*hereinafter* “Training”). This Training will be facilitated at no cost to Agency as a sub-awardee of the DOJ COPS Office Community Policing Development (“CPD”) De-Escalation Training (*hereinafter* “Program”) cooperative agreement awarded to the Central NDTC at FHSU. Agency will not be subject to the terms of said cooperative agreement. The purpose of the Program is to advance de-escalation and community policing as common practices by law enforcement agencies across the United States in general, and the Central NDTC region specifically.

As a sub-awardee, Agency understands and agrees as follows:

The Agency acknowledges and agrees that this agreement and Agency’s performance hereunder are subject to the terms, conditions, statutes, and regulations included in the prime award (cooperative agreement documents), all of which are further incorporated herein by reference.

In addition, Agency further understands and agrees as follows:

- Agency understands that through participation in this program, the Agency is a recipient of a sub-award, facilitated through FHSU, and that this sub-award is subject to and contingent upon receipt of adequate funding and continuation in the prime award by FHSU
- Agency agrees for officers employed by Agency to be trained in the two-day IADLEST certified Training
- Agency understands Training will be hosted at location determined by Agency

- Agency agrees for up to four officers employed by Agency to be trained in the four-day IADLEST certified Train-the-Trainer workshop on FHSU campus
 - Agency understands participation of officers as trainers *will* be necessary for sustainability of the Program and to continue training officers employed by Agency

- Agency understands that a percentage of the sub-award will include funding to advance community-policing initiatives – including but not limited to promoting de-escalation

- Following completion of the Training, Agency agrees to provide the following data to Central NDTC for the purpose of evaluating the effectiveness of Training
 - Total number of uses of force per month
 - Defined as total number of uses of force reports filed
 - Report data back to January 2016, if possible
 - Total number of uses of lethal force per month
 - Total number of uses of conducted energy weapons (e.g., TASER) per month
 - Total number of complaints against officers per month
 - Total number of officers working within the department per month
 - Total number of calls for service for police department
 - Total number of proactive interactions (e.g., field interrogations or interviews, DUI stops, etc.)
 - Total Part I crimes reported to Uniform Crime Reporting (“UCR”)
- Agency will report data through December 31, 2025

The amount of the Agency sub-award, approved by the Office of Community Oriented Policing Services (the COPS Office), is **\$53,186.00** and is to be provided to Agency on a reimbursement basis. Agency will provide FHSU with invoices for amounts spent on qualified expenditures, which FHSU will reimburse within forty-five (45) days. The sub-award includes:

- **Up to \$44,232.00** for overtime necessary only for officers to complete face-to-face, and train-the-trainer workshop

- **Up to \$3,384.00** will go to the Agency to cover the employer FICA contribution for overtime required for officers to complete training

- Agency will receive **up to \$1,000.00** to advance community policing and de-escalation to the local community
 - Agency will seek approval of activity and/or marketing from Central NDTC before initiating activity and/or marketing

- Agency will be reimbursed **up to \$4,570.00** for up to four officers to travel to Hays, KS, lodging, and per diem for train-the-trainer workshop on FHSU campus

Agency will not be required to refund or reimburse any amounts of the subaward granted to Agency, except as may be required in order to comply with the requirements set forth herein.

Nothing in this MOU is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

This MOU and all other documents contemplated hereunder may be executed using electronic signatures with delivery by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

The City of Pueblo and its Police Department are aware of the expectations and vision for this Program and agree to the terms of the MOU, including the State of Kansas Contractual Provisions Attachment that follows, as well as the corresponding Subaward Agreement.

Nicholas A. Gradisar
Mayor, City of Pueblo

Mike Barnett
Fort Hays State University

CONTRACTUAL PROVISIONS ATTACHMENT

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require either party to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Kansas Venue:** Jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. In addition to the federal antidiscrimination laws, the Contractor must comply with the Colorado Anti-Discrimination Act (CADA) and the related Code of Colorado Regulations provisions, as applicable. These include C.R.S. § 24-34-301 et seq., C.R.S. § 24-34-401 et seq., C.R.S. § 24-34-601 et seq., C.R.S. § 24-34-801 et seq., and 3 CCR 708-1.
Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, neither party agrees to pay attorney fees, costs, or late payment charges beyond those available under law, and no provision will be given effect that

attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to a party at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** Neither party shall be responsible for, nor indemnify a party for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.