

A  
RESOLUTION  
OF THE CITY COUNCIL  
OF THE CITY OF CHERRY HILLS VILLAGE  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF  
GREENWOOD VILLAGE REGARDING LAW ENFORCEMENT ASSISTANCE WITH  
FIDDLER'S GREEN AMPHITHEATRE

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility upon approval by their respective governing bodies; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for furnishing or receiving services; and

WHEREAS, the City of Greenwood Village ("Greenwood Village") has requested off-duty law enforcement services from the City of Cherry Hills Village ("City") Police Department for nearly twenty years to assist with concerts at Fiddler's Green Amphitheatre; and

WHEREAS, the City and Greenwood Village desire to enter into a memorandum of understanding to memorialize the City's intent to continue providing off-duty law enforcement assistance at Fiddler's Green Amphitheatre (the "MOU"); and

WHEREAS, the City Council desires to approve the MOU and further desires to authorize the Chief of Police to execute the MOU on behalf of the City.

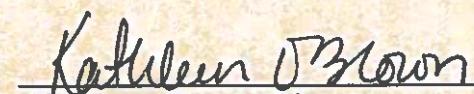
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

**Section 1.** The City Council hereby: (a) approves the MOU in substantially the same form as attached hereto and incorporated herein as **Attachment A**; (b) authorizes the City Attorney, in consultation with the Chief of Police, to make such changes as may be necessary that do not increase the obligations of the City; and (c) authorizes the Chief of Police to execute the MOU on behalf of the City.

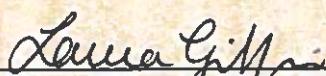
**Section 2.** This Resolution shall be effective immediately.

Introduced, passed and adopted at the  
regular meeting of City Council this 1<sup>st</sup> day  
of April, 2025, by a vote of 5 yes 0 no.

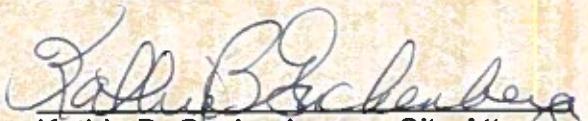
(SEAL)

  
\_\_\_\_\_  
Kathleen Brown, Mayor

ATTEST:

  
\_\_\_\_\_  
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathie B. Guckenberger, City Attorney

**Attachment A**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GREENWOOD  
VILLAGE AND THE CITY OF CHERRY HILLS VILLAGE REGARDING LAW  
ENFORCEMENT ASSISTANCE WITH FIDDLER'S GREEN AMPHITHEATRE**

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING LAW ENFORCEMENT ASSISTANCE WITH FIDDLERS GREEN**  
**AMPHITHEATER**

This Memorandum of Understanding (“MOU”) is being executed on 04/02/2025, between the Greenwood Village Police Department (“GVPD”) and the City Of Cherry Hills Village, a home rule municipality of the State of Colorado, on behalf of the Cherry Hills Village Police Department (“Participating Agency”), in connection with extra duty assignment at Fiddlers Green Amphitheater Concert Season.

WHEREFORE, the Participating Agency maintains common training programs, protocols and procedures for response to incidents; and

WHEREFORE, Greenwood Village Police Department needs additional help in policing Fiddlers Green Amphitheater for the concert season.

Considering the mutual and valuable benefits to each party, the parties acknowledge the following:

1. Background. Greenwood Village provides a police presence at Fiddlers Green Amphitheater for concerts.
2. Purpose and Mission. It is the intent of the Participating Agency to allow their law enforcement officers to participate in an extra duty assignment at Fiddlers Green Amphitheater with the Greenwood Village Police Department.
3. General Operating Procedures.
  - a. Greenwood Village Police Department Role. The Greenwood Village Police Department will be the supervising agency on scene. No matter the rank of any members of participating agencies Command will be set by Greenwood Village Police Department.
  - b. Use of Force. Greenwood Village Police Department will review all Use of Forces that occur at Fiddler's Green Amphitheater. The Participating Agency shall follow their own Use of Force policy. Any use of force incidents involving an officer of the Participating Agency shall be reviewed, and subsequent determination shall be made, pursuant to the Participating Agency's Use of Force Policy. Greenwood Village Police

Department reserves the right to disallow specific officers from extra duty assignment if behavior on extra duty is in violation of any Greenwood Village Police Department policies.

- c. **Liability.** Each party shall be responsible for its own Officer's workers compensation, payment, taxes, liability and negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party. No employee/employer relationship is established between Greenwood Village Police Department and the officers of the Participating Agency.
- d. **Payment.** Greenwood Village Police Department will pay \$75 an hour for each Participating Agency's officers for extra duty assignment at Fiddlers Green Amphitheater. Agencies will track their officer's time and bill Greenwood Village for that time. Greenwood Village will pay invoices within thirty (30) days of receipt.

4. **Subject to Local Laws; Venue.** Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising hereunder shall be in the County of Arapahoe, Colorado.

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

6. **Termination.** This MOU may be terminated at any time by written notification by either party.

7. **No Waiver of Governmental Immunity.** The parties are relying on and do not waive or intend to waive by any provision of this MOU the monetary limitations or any other right, immunity or protection provided by the Colorado Governmental Immunity Act, or otherwise available to the parties, their officers or employees.

8. **Injuries.** Any injuries sustained during this extra duty assignment will be handled as an on-duty injury and will be reported to the officer's employing agency. The employing agency of the employee is responsible for all injuries and medical treatment as may be required by the applicable provisions of the Worker's Compensation laws.

9. **Complete Understanding.** This MOU embodies the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those

contained herein. The parties agree there is no other agreement or MOU governing the extra duty at Fiddler's Green Amphitheater. If there were, this MOU supersedes all previous communications, representations, or agreements, either verbal or written between the parties. No change, amendment, or waiver of any of the terms or provisions of this MOU shall be valid unless the same has been approved in writing by both parties.

10. **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provisions of this MOU is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

The parties have executed this Memorandum of Understanding on the date set forth above.

**Chief of Police, City of Greenwood Village**

Signed by:  
  
Dustin Varney, Chief  
E0548F562F1449A...

**Chief of Police, City of Cherry Hills Village**

Signed by:  
  
Jason Lyons  
A89DEC618D8D4FD...

**By: Jason Lyons, Chief of Police**

## Certificate Of Completion

Envelope Id: 589F4FF5-D485-4600-81C3-CAEA428100EA

Status: Completed

Subject: Complete with Docusign: Cherry Hills MOU 2025.doc

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Linda Schneider

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

6060 S Quebec St

Greenwood Village, CO 80111

lschneider@greenwoodvillage.com

IP Address: 40.128.113.208

## Record Tracking

Status: Original

Holder: Linda Schneider

Location: DocuSign

3/17/2025 2:20:04 PM

lschneider@greenwoodvillage.com

### Signer Events

### Signature

### Timestamp

Dustin Varney



Sent: 3/17/2025 2:22:01 PM

dvarney@greenwoodvillage.com

Viewed: 3/17/2025 2:42:32 PM

Chief of Police

Signed: 3/17/2025 2:43:15 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 40.128.113.208

### Electronic Record and Signature Disclosure:

Accepted: 3/17/2025 2:42:32 PM

ID: e0afcbca-fe2f-4c4a-9a92-07638dd49e53

Jason Lyons



Sent: 3/17/2025 2:43:16 PM

jlyons@cherryhillsvillage.com

Resent: 3/19/2025 9:34:53 AM

Security Level: Email, Account Authentication  
(None)

Resent: 3/31/2025 4:01:29 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 96.93.201.93

Viewed: 4/2/2025 8:14:11 AM

Signed: 4/2/2025 8:14:20 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/19/2025 9:35:41 AM

ID: 830ca5c9-e7fd-4326-916b-582e6b4e437d

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Linda Schneider

lschneider@greenwoodvillage.com

Assistant to the Chief

Greenwood Village

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/2/2025 8:14:20 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2025 2:22:01 PM
Envelope Updated	Security Checked	3/19/2025 9:34:53 AM
Certified Delivered	Security Checked	4/2/2025 8:14:11 AM
Signing Complete	Security Checked	4/2/2025 8:14:20 AM
Completed	Security Checked	4/2/2025 8:14:21 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The City of Greenwood Village (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact The City of Greenwood Village:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cityclerk@greenwoodvillage.com](mailto:cityclerk@greenwoodvillage.com)

### **To advise The City of Greenwood Village of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sharedtech@greenwoodvillage.com](mailto:sharedtech@greenwoodvillage.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from The City of Greenwood Village**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cityclerk@greenwoodvillage.com](mailto:cityclerk@greenwoodvillage.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees according to our fee schedule, if applicable. <https://greenwoodvillage.com/DocumentCenter/View/325/Fee-Schedule?bidId=>

### **To withdraw your consent with The City of Greenwood Village**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cityclerk@greenwoodvillage.com](mailto:cityclerk@greenwoodvillage.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The City of Greenwood Village as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The City of Greenwood Village during the course of your relationship with The City of Greenwood Village.