

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE ADMINISTRATION AND GOVERNANCE OF THE METRO
VICE, NARCOTICS AND INTELLIGENCE DIVISION**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), dated _____, 2017, is entered into by and between The City of Colorado Springs, a Colorado municipal corporation and home rule city (“City”), by and through the Colorado Springs Police Department (“CSPD”); El Paso County, Colorado (“El Paso”), by and through the El Paso County Sheriff’s Office (“EPSO”); Teller County, Colorado, by and through the Teller County Sheriff’s Office (“TCSO”); the City of Fountain, Colorado, by and through the Fountain Police Department (“FPD”); the City of Woodland Park, by and through the Woodland Park Police Department (“WPPD”); and the District Attorney’s Office for the Fourth Judicial District of Colorado (“DA’s Office”); for the administration and governance of the Metro Vice, Narcotics and Investigation Division (“Metro VNI” or “Metro VNI Division”). For purposes of this IGA, each agency may be referred to as a “Party” or “participating agency” or collectively as “Parties” or “participating agencies.”

WHEREAS, a multi-jurisdictional regional law enforcement task force under the name Metro Vice, Narcotics and Intelligence Division (hereinafter referred to as “Metro VNI” or “Metro VNI Division”), currently exists as a cooperative effort among local law enforcement agencies, and

WHEREAS, these law enforcement entities and their governing bodies wish to encourage the continued cooperation and collaboration of the Pikes Peak region’s law enforcement agencies.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **AUTHORITY:** This IGA is made by and between the Parties hereto under the authority of C.R.S. §29-1-203, *et seq.*
2. **PURPOSE:** The purpose of this IGA is to establish a multi-jurisdictional unit to provide a regional investigative and enforcement resource and information clearing house for Vice, Narcotics, Organized Crime and Criminal Intelligence within the Fourth Judicial District of Colorado.
3. **MISSION:** The mission of the Metro VNI Division is to investigate the illegal sale, possession, distribution, or manufacturing of controlled substances; to investigate and gather intelligence on criminal activity related to prostitution, human trafficking,

gambling, liquor, and organized crime; and to conduct civil seizures of assets gained by criminals through various illegal activities.

Metro VNI personnel engage in a broad range of undercover investigations which include the use of toll warrants, pen registers, wiretaps, surveillance, and special investigative techniques utilizing historical and financial information. Metro VNI personnel collect, process and investigate intelligence information; conduct Drug Trafficking Organization investigations; conduct airport, bus station, parcel package, and highway interdiction stops and investigations; conduct narcotic interdiction investigations; manage informants; investigate prescription fraud cases; conduct liquor enforcement and compliance inspections; enforce laws relating to prostitution, human trafficking, and vice; conduct operations aimed to adversely impact the supply and demand of narcotics in open air drug markets; engage in VIP details (dignitary protection); and, liaison with federal, state and local law enforcement agencies.

- 4. AUTHORITY AND RESPONSIBILITY:** Assigned members will have the authority to gather information, conduct investigations and pursue prosecution of offenses relating to vice, narcotics and other crimes. The Metro VNI Division will collect, maintain, and disseminate criminal intelligence information generated by and for the participating agencies.

Metro VNI members of a “sworn” status will have full peace officer authority and arrest powers within the Fourth Judicial District via deputy commission in both El Paso and Teller Counties in addition to the authority granted by their home agency.

When appropriate, all vice, organized crime and narcotics cases/arrests generated by participating agencies will be forwarded to the Metro VNI Division. Metro VNI will have the responsibility of final investigation and filing of charges with the appropriate prosecutor’s office.

- 5. ACCOUNTABILITY:** Operational accountability will fall under the chain-of-command of CSPD. The division commander will be a CSPD commander; section commanders in the Metro VNI Division will consist of one (1) CSPD lieutenant and one (1) EPSO lieutenant. Supervisors will be allotted from participating agencies as personnel can accommodate for proper span of control. Attorneys, investigators and other support personnel will be assigned from participating agencies according to the needs of Metro VNI and the capabilities of those agencies.

Operation of the Metro VNI Division will be in accordance with established Standard Operating Procedures specifically written for Metro VNI and within the general policy guidelines of each Party.

Situations that merit commendations or disciplinary action will be handled via the Metro VNI Division chain-of-command to the commander who will make final recommendations to the member's home agency. Nothing in this IGA, however, shall be construed as limiting the right of any Party to suspend and remove the accused staff member immediately upon allegations of misconduct and to handle the investigation internally. Participating agencies retain full discretion as to their discipline and employment policies. Any decisions for reinstatement to the Metro VNI division after such an investigation will be made by the Metro VNI Division chain of command, after consultation with the participating agency. The El Paso County Sheriff and the Teller County Sheriff may refuse or revoke a deputy commission as allowed by law.

6. **SELECTION STANDARDS:** All selections for assignment to the Metro VNI Division shall be based on particular job qualifications as possessed by the applicant and requisite for all division members. Due to the high level of visibility and importance of the mission of the Metro VNI Division and the susceptibility of personnel to spurious claims of impropriety which may be made by defendants and/or confidential informants, it is necessary to establish a rigorous pre-assignment screening for applicants requesting duty with this unit.

Final selection of an applicant will be made by the division command staff upon recommendation from the Party. After completion of an interview process, the applicant must successfully complete a polygraph examination and a drug screen (urinalysis). Assignment within the Metro VNI Division will be at the discretion of the Metro VNI Division command staff.

7. **METRO VNI EXECUTIVE BOARD:** The Metro VNI Executive Board ("Executive Board") will consist of the participating agency department heads; or their designee(s). The Executive Board will meet as often as necessary to conduct its business, but no less than once per calendar quarter. A quorum of three (3) board members is necessary to conduct business; and a majority vote of the board members present at the meeting is required for approval or disapproval of any matter under consideration. Written notice of any meeting shall be distributed to all members five (5) business days prior to such meeting. The Chair of the Executive Board may be the department head of any of the participating agencies.

- a. The Executive Board will, at each meeting, receive an operational briefing from the Metro VNI Division commander; and will participate in the development and evaluation of Metro VNI annual goals and objectives.
- b. The Executive Board will have spending authority over any funds derived from Metro VNI seizures which are forfeited under C.R.S. § 16-13-301 *et*

seq., Abatement of Public Nuisance, and/or C.R.S. § 16-13-501 *et seq.*, the Colorado Contraband Forfeiture Act. These funds will be held in an account hereinafter referred to as the State Asset Forfeiture Account.

- c. The Executive Board will discuss the use of Federal Department of Justice and United States Treasury Equitable Sharing Funds received by various law enforcement agencies; however, no formal action is required.

8. COMMUNICATION AND COORDINATION: The Metro VNI Division will hold internal staff meetings to discuss division progress and plan division strategies regarding active cases. The command staff of Metro VNI will also meet with the Executive Board on a schedule as defined by this IGA. All of these meetings will ensure each member of Metro VNI, as well as the agency heads, and the Executive Board members, are aware of the accomplishments of the Metro VNI Division, areas that may need critical evaluation, and the overall direction of Metro VNI.

9. RESOURCES: Parties will pool their resources of personnel, facilities, equipment, and funding according to the ability of each individual agency to contribute. As of the date this agreement is in effect, the distribution of division resources (in general) is as follows:

A. Staffing:

CSPD	1 Commander
	1 Lieutenant
	4 Sergeants
	28 Detectives
	1 Secretary
	2 Clerk Typists
	1 Crime Analyst Supervisor
	8 Crime Analysts
	2 Civilian Criminal Investigators
EPSO	1 Lieutenant
	1 Sergeant
	5 Detectives
	1 Asset Forfeiture Specialist/Equipment Coordinator
WPPD	1 Detective
TSCO	1 Detective
FPD	1 Detective

B. Facilities: The Metro VNI Division will primarily utilize office space as provided by CSPD. Furniture, office equipment, telephone service and

utilities will be provided by the agency owning, leasing and/or operating the building or office occupied by division personnel. Additional furniture and office equipment may be provided by other Parties as needed.

C. Vehicles and Equipment:

- i. Vehicles: The vehicle fleet will primarily consist of a combination of City owned, El Paso owned, and Rocky Mountain HIDTA leased vehicles.
- ii. Liability for property damage to Metro VNI vehicle, Metro VNI member at fault: In the event a vehicle is damaged as a result of an act or omission by a member of the Metro VNI sworn or civilian staff during the course and scope of employment, the at-fault driver's home agency will be responsible for vehicle repairs in an amount not to exceed five thousand dollars per vehicle. Vehicle damages over five thousand dollars (\$5,000) will be presented to the Executive Board for consideration of payment. If payment for the repair or replacement of the vehicle is not approved by the Executive Board the home agency of the at-fault driver is responsible for the repair or replacement of the vehicle.
- iii. Responsibility for repair or replacement of Metro VNI vehicle, third party at fault: In the event a vehicle is damaged as a result of an act or omission by a third party, the agency which owns the vehicle is responsible for pursuit of legal remedy against the third party and/or for repair and/or replacement of the vehicle.
- iv. Routine repair and maintenance of vehicles: El Paso owned, and Rocky Mountain HIDTA leased vehicles operated by Metro VNI detectives will be taken to the El Paso County Sheriff's Office Fleet Services for routine repair unless directed otherwise by the Metro VNI Division Commander. City owned vehicles operated by Metro VNI detectives will be maintained and repaired by the City's Fleet Services Department unless directed otherwise by the Metro VNI Division Commander.
- v. Equipment Utilized for Metro VNI Operations/Investigations: Equipment purchased specifically for the use of Metro VNI will be tracked by the Equipment Coordinator.

D. Funding:

- i. Local Funding: Each Party's local government appropriations process will be utilized to support the operation of the Metro VNI Division on a pro rata basis determined by the governing board of the Party. No funding is promised or pledged by this IGA. In accord with the Colorado Constitution, Article X, Section 20, provision of funding by any Party is expressly subject to annual appropriation of funds by the Parties' governing bodies.
- ii. Abatement of Public Nuisance / Colorado Contraband Forfeiture Act: Metro VNI investigations, from time to time, result in seizures of real and personal property which is the subject of forfeiture proceedings filed by the DA's Office under C.R.S. § 16-13-301 *et seq.* and/or C.R.S. § 16-13-501 *et seq.* All property and funds derived from Metro VNI seizures and forfeited under § 16-13-301 *et seq.* and/or § 16-13-501 *et seq.*, shall be paid into the State Asset Forfeiture Account. EPSO shall maintain fiscal control over this account.
- iii. All Metro VNI state asset forfeiture cases shall be filed with the DA's Office by the Metro VNI Asset Forfeiture Specialist. Supplemental funding for Metro VNI operations will be determined by the Executive Board on an annual or "as needed" basis as requested by the division's commander or designee.
- iv. Federal Equitable Sharing Funding: Any agency that participates in activity resulting in federal equitable sharing will be responsible for managing those funds within its own agency. The funds will be received, maintained/used in accordance with the policies and procedures established by each agency that were developed in accordance with federal guidelines.

E. Reporting Requirements: Metro VNI is required to submit data, reports, and certifications to various Federal and State agencies.

- i. C.R.S. § 16-13-701 *et seq.*, Reporting and Disposition of Forfeited Property, requires certain data to be reported to the State of Colorado. The Asset Forfeiture Specialist is responsible for ensuring all components of this requirement are met.

- ii. The U.S. Department of Justice, Money Laundering and Asset Recovery Section Policy Directive 17-1 allows the US. Department of Justice and the U.S. Department of Treasury to forfeit assets seized by state or local law enforcement commonly known as federal adoptions. To assist federal legal counsel in the review of these forfeitures, certain forms must be completed by Metro VNI. The Asset Forfeiture Specialist is responsible for ensuring this requirement is met.
- iii. Equitable Sharing Agreements and Certifications will be submitted by each agency that receives and expends federal equitable sharing funding from the Department of Justice or United States Treasury.

10. ADDITIONAL PROVISIONS:

- A. Liability: Except as provided in paragraph 9(C), each Party agrees to be responsible for the acts and omissions of its own employees and/or agents assigned to Metro VNI. In the event a claim is made against any individual assigned to Metro VNI, the home agency of the individual against whom the claim is made is responsible for its own representation, expenses of litigation and/or costs of defending or settling the claim against its agent or employee. In the event any claim is made under this IGA by a Party to this IGA or a third party, each Party will be responsible for its own representation, expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any legal defense, immunity, or limitation of liability provided to each Party by law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado.
- B. No Third-Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties of this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.
- C. Not Partners: The Parties to this IGA are not partners or acting as a joint venture as a result of this IGA.

- D. Legal Entity: Nothing in this IGA shall be construed to establish the Metro VNI Division as separate legal entity as described in C.R.S. § 29-1-203(4).
- E. Dispute Resolution: The Parties will make every effort to work cooperatively and in good faith to provide appropriate services as outlined in this IGA. Should disputes arise as to the performance of any obligations or services pursuant to this IGA; the Parties agree to attempt informal resolution of the dispute pursuant to the following procedure:
- i. Within thirty (30) days of the conclusion of any service provided pursuant to this IGA, any party dissatisfied with the other party's performance of its obligations under this IGA (the "Aggrieved Party") shall notify the other party in writing of the nature of the Aggrieved Party's dissatisfaction, outlining in detail the specific concerns of the Aggrieved Party and suggestions for resolution.
 - ii. Any party receiving notice of dissatisfaction pursuant to the preceding paragraph shall contact the Aggrieved Party and arrange an in-person meeting to attempt to resolve the Aggrieved Party's dissatisfaction. Such meeting must be scheduled within thirty (30) days of receipt of the Aggrieved Party's notice of dissatisfaction.
 - iii. The Parties agree to work in good faith to resolve all perceived disputes in order best protect the jurisdictions served by the Parties and to ensure this Agreement is not terminated unless continuation of this Agreement is no longer practicable.
- F. Term and Annual Review: This IGA is effective upon the signature of all Parties. The term of this IGA will be for one year, and this IGA will automatically renew each year for one year terms expressly subject to annual appropriation of funds and resources by each Party. This IGA shall be reviewed annually by the Parties for content and applicability.
- G. Withdrawal and Termination. Any Party may withdraw from this IGA for any reason upon one hundred eighty (180) days written notice to each other Party. If any one Party withdraws, this IGA continues in full force and effect unless and until there are fewer than three (3) Parties remaining. Any withdrawing Party shall keep all vehicles, property, and other equipment to which it has legal title or which was brought into VNI by the withdrawing Party.
- H. Amendment and Modifications: This IGA, together with all exhibits attached hereto, constitutes the entire IGA between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and the IGA shall not be altered, amended, modified, or changed in whole or in part except by a written amendment that is duly authorized by the Executive Board and executed by each of the Parties' heads.

- I. Headings: The headings of articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any of the provisions of this IGA and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- J. Multiple Copies: This IGA may be executed in multiple copies, each of which shall be considered an original.
- K. Necessary Authority: The Parties to this IGA represent or warrant to each other that they have all the necessary authority to enter into this IGA and to perform their obligations hereunder and that this IGA does not conflict with any other intergovernmental agreement or contract that any Party is subject to or to which it may be bound.
- L. Understanding: The signatories to this IGA each acknowledge and certify that all necessary formalities have been met to the satisfaction of all Parties. Furthermore we agree to all terms and conditions promulgated by and under the IGA and agree to be bound by its terms and conditions.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

John W. Suthers, Mayor
City of Colorado Springs

Date

Pete Carey, Police Chief
Colorado Springs Police Department

Date

Darryl Glenn, President
El Paso County Board of County Commissioners

Date

Bill Elder, Sheriff
El Paso County Sheriff's Department

Date

Norm Steen, Chairperson
Teller County Board of County Commissioners

Date

Jason Mikesll, Sheriff
Teller County Sheriff's Department

Date

Neil Levy, Mayor
City of Woodland Park

Date

Miles DeYoung, Police Chief
Woodland Park Police Department

Date

Gabriel Ortega, Mayor
City of Fountain

Date

Chris Heberer, Police Chief
Fountain Police Department

Date

Dan May, District Attorney
Fourth Judicial District Attorney's Office

Date