

THE CITY OF COLORADO SPRINGS AND THE CITY OF FOUNTAIN

Intergovernmental Agreement, Criminal Justice Records Processing



January, 2014

Revision	Revision Date	Revision Reason	Revised By
Version 1.0	January 8, 2013	Initial Draft	Aaron Ruffalo
Version 1.1	January 10, 2013	Grammatical Corrections	Sue Autry
Version 1.2	January 10, 2013	Provisional Language Additions	Aaron Ruffalo
Version 1.3	March 12, 2014	Updated dates & amended sections 6.1.2 & 9.1	Al Ziegler & Mike Haley
Version 1.4	April 29, 2014	Formatting and Review	Frederick Stein
Version 1.5	April 29, 2014	Corrected Pete <i>Care</i> to Pete <i>Carey</i> on page #8	Mike Haley

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OUTSOURCING SERVICES INTERGOVERNMENTAL AGREEMENT

1. ACKNOWLEDGMENT

This **Outsourcing Services Intergovernmental Agreement** (“IGA”) is made and entered into, as of January 1, 2014 (the “**Effective Date**”), by and between the City of Colorado Springs (“**Colorado Springs**”), Colorado and the City of Fountain, Colorado (“**Fountain**”), each a “**Party**,” or “**Municipality**” and collectively, the “**Municipalities**”.

WHEREAS, the Municipalities may enter into this agreement as provided for in Colorado Revised Statutes § 29-1-203, which allows local governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units; and

WHEREAS, it is the desire of Fountain to have Colorado Springs assume and provide criminal justice records processing for Fountain; and

WHEREAS, it is the desire of Fountain to provide Colorado Springs compensation for the services as defined and agreed upon in this IGA; and

WHEREAS, the agreed upon work will be performed at and by Records & Identification Section of the Colorado Springs Police Department.

NOW, THEREFORE, the Municipalities agree as follows:

2. PURPOSE

2.1 Execution of this IGA outlines Fountain’s desire to have the Records & Identification Section (“**Records Section**”), of the Colorado Springs Police Department (“**CSPD**”) process Fountain criminal justice records as defined in Section 6.1.1 and 6.1.2 of this IGA. This IGA serves to enhance the overall safety of the citizens and officers of both Municipalities through the cooperative sharing of information.

3. AUTHORITY FOR AGREEMENT

3.1 This IGA is being entered into by the Municipalities with the specific intent of entering into an IGA in 2014 pursuant to the authority granted to Municipalities in Colorado Revised Statutes § 29-1-203, which allows local governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units.

3.2 Municipalities mutually agree that the IGA will serve as the governing standard, and that no other IGA or MOU shall, without the full consent of both parties, supersede or negate any of the provisions herein contained.

3.2 This IGA is subject to approval by the City Council of the City of Fountain, Colorado and the City Council of Colorado Springs, Colorado.

4. HOLD HARMLESS

4.1 Each Municipality agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each Municipality will be responsible for its own 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 kind of the applicable limitations of liability provided to each Municipality by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution. Colorado Springs shall neither have, nor exercise, any control or direction over the manner and means by which Fountain performs its obligations, except as otherwise stated in this IGA.

5. WITHDRAWAL, SUSPENSION OR DISSOLUTION.

5.1 Subject to the provisions of Subparagraph 5.2 and 5.3, the term of this IGA shall continue indefinitely.

5.2 Colorado Springs and Fountain acknowledge that their obligations under this IGA are subject to annual monetary appropriations by the governing body of each respective Municipality. If a governing body should fail to budget and appropriate funds, then this IGA shall terminate by default as of the end of the fiscal year for which such funds were last budgeted and appropriated. Any related costs to terminate this IGA under this Subparagraph shall be the responsibility of the terminating Municipality.

5.3 Either Party to this IGA may cancel this IGA without cause. If either Municipality desires to terminate this IGA it shall, in writing, provide a certified notice to the affected Party no less than 120 days before the anticipated or desired termination date.

5.4 Any incurred costs or expenses related to the voluntary termination of this IGA shall be the sole responsibility of the Party having requested the voluntary termination.

6. STATEMENT OF SERVICES

6.1 Colorado Springs shall provide the following criminal justice record processing services (the "Services") for Fountain:

6.1.1 Processing of LERMS Records

- Process reports, supplements, arrests, accidents, and FIRs submitted to the New World MERGE client for inclusion in the Fountain partition of the LERMS database program.
- Updating of a subject's LERMS Global Jacket information/photograph for Fountain Police Department prisoners when booked into the El Paso County Criminal Justice Center.

6.1.2 Release of Records

- Release of all Fountain criminal justice records requested by insurance companies, either by electronic or written format unless Fountain notifies Colorado Springs not to release a particular record.

6.2 Colorado Springs shall not provide the following services under this IGA:

6.2.1 Processing of LERMS Records

- The manual entry of any traffic or criminal summonses in to the LERMS system.

- The manual entry of any handwritten or partially handwritten case reports/traffic accidents, supplements, FIRs, arrest reports, pawn slips, traffic accidents, global guns, global vehicles, property, and wants or warrants into the LERMS system.
- Filing/release of records to any Court, District Attorney's Office, outside law enforcement agency, or municipal court.
- Provide any statistical reports / interpretations of Fountain LERMS data.
- Tracking of missing reports and accident case reports, not related to the MERGE process.
- Entry or cancelation of property, persons, guns, vehicles, or license plates in CCIC/NCIC.

6.2.2 Release of Records

- Release of any records to any persons other than provided for in Section 6.1.2 of this IGA.
- Release of any Notices of Official Action to any member of the public or media.
- Maintenance and retention of any requests for records.
- Processing of any records for release for any *Subpoena Duces Tecum* unless specifically related to how the records are processed in relation to Section 6.1.1 of this IGA.
- Certification or Notarization for authenticity of any copies of Fountain records.

6.2.3 Other Record Related Services

- Creation and submission of monthly NIBRS/UCR/IBR reportable data.
- Creation and maintenance of Fountain only statutes or ordinances.

6.3 Any service(s) not expressly listed in part or whole of this IGA are assumed to not be provided by Colorado Springs, unless agreed upon by the Municipalities and set forth in an amendment to this IGA.

7. COSTS & REIMBURSEMENT

7.1 The following section defines the costs incurred by Colorado Springs to provide the desired Services as defined in Section 1.1.1 of this IGA and the reimbursement schedule for the costs incurred annually.

7.1.1 Processing Costs

- The annual cost for the processing of Fountain Records as outlined in Section 6.1.1 and 6.1.2 will be thirty thousand dollars (\$30,000.00).

7.1.2 Administrative Fee

- The administrative fee is 10% of the Processing Costs. This fee covers the cost of supervision, work supplies, facility overhead and usage, and incidentals. This annual cost is three thousand dollars (\$3,000.00).

7.1.3 Total Annual Cost to Be Paid

- The total annual cost for services set forth in this IGA is: thirty three thousand dollars (\$33,000.00). This total is the Processing Fee plus the Administrative Fee.

7.2 Colorado Springs agrees to invoice Fountain annually at an agreed upon time for one (1) year of calculated costs as described in Section 7.1.3 of this IGA. The payment of the invoice shall be in accordance with established Fountain accounting procedures.

7.2.1 Annual Cost Review

- The IGA will be subject to a mutually conducted annual verification of anticipated costs 30 days prior to issuance of the annual billing invoice.

8. SEVERABILITY

8.1 This IGA shall be the entire agreement between the parties. If any of the component or provisions of this IGA are held or found invalid or unenforceable, then the remainder of this IGA shall remain in force and continue as if the invalid portion is not included. Any component or provision held or found invalid can only be corrected or removed by a signed amendment to the IGA as outlined in Section 9.

9. AMENDMENTS AND MODIFICATIONS

9.1 This IGA does not supersede any agreement made previously by Colorado Springs and Fountain. This IGA shall not be altered, amended, modified, or changed in whole or in part except by a written amendment that is duly authorized and executed by the Colorado Springs Chief of Police and the Fountain Chief of Police.

- 9.1.1 This IGA, based on unanticipated changes in service workload volumes, can be reviewed for revision and cost modifications, with a 30 day written notice to the non-initiating Party, by either Municipality.

10. GOVERNING LAW

10.1 This IGA shall be governed by and interpreted in accord with the established laws of the State of Colorado. If any action should arise as the result of a dispute under this IGA, court jurisdiction shall be exclusively in the El Paso County District Court for the Fourth Judicial District of Colorado.

10.2 Each Party to this IGA shall retain their respective intellectual property rights in accord with all applicable Local, State, and Federal laws.

11. NOTIFICATIONS AND CORRESPONDENCE

11.1 All written notices, pursuant to this IGA shall be directed to the following parties:

Sue Autry, Manager Management Services Division
Colorado Springs Police Department
705 S Nevada Avenue
Colorado Springs, CO 80903

Michael Haley, Police Administrator
Fountain Police Department
222 N Santa Fe Ave
Fountain, CO 80817

12. UNDERSTANDING

12.1 By signing below, each of us acknowledges and certifies that we have the vested authority to enter into this IGA on behalf of the Party we represent. We agree that all the necessary formalities have been met to the satisfaction of all Parties to this IGA. Furthermore we agree to all terms and conditions promulgated by and under this IGA and agree to be bound by its terms and conditions.

City of Colorado Springs:

By: Keith King, Council President **Date**

Attest: Sarah B. Johnson, City Clerk **Date**

Chief of Police Pete Carey **Date**

City of Fountain:

By: Mayor Gabriel P. Ortega **Date**

Attest: City Clerk, City of Fountain **Date**

Chief of Police Todd Evans **Date**