

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between the CITY OF ENGLEWOOD, acting on behalf of the ENGLEWOOD POLICE DEPARTMENT, the CITY OF LITTLETON, acting on behalf of the LITTLETON POLICE DEPARTMENT, and the BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO, acting on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE ("ACSO"), and provides as follows:

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes, as well Article XIV, Section 18(2), of the Colorado Constitution, encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and the execution of intergovernmental agreements; and

WHEREAS, intergovernmental agreements may provide for the joint exercise of functions, services, or facilities lawfully authorized to each contracting governmental entity; and

WHEREAS, the signatories to this agreement are each authorized by law to provide law enforcement and other emergency services; and

WHEREAS, narcotics related activities and related crimes commonly transcend the geographical boundaries of the separate governmental jurisdictions situated within the county of Arapahoe; and

WHEREAS, the parties hereto desire to share and coordinate resources in the enforcement, intervention, and prevention of narcotics related activities and related crimes within the county of Arapahoe; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, covenants, and conditions set forth below, the signatories hereto voluntarily agree as follows:

1. The purpose of this agreement is to set forth a framework within which the parties hereto shall combine their law enforcement resources in order to better identify, investigate, and combat narcotics related activities and related crimes within Arapahoe County, Colorado, through the creation of a special multi-jurisdictional criminal investigations unit comprised of members drawn from each participating jurisdiction. This unit shall be known as the Arapahoe County Narcotics Team ("ACNT"). Those entities participating in the formation and operation of the ACNT shall be referred to herein as "member jurisdictions."

2. Each member jurisdiction shall assign not less than one sworn law enforcement officer to the ACNT who shall serve on the unit on a fulltime basis during the assignment. All officers assigned to the ACNT shall have been adequately trained by their home jurisdiction in criminal investigative techniques and operations prior to their assignment. The total number of persons who

shall or may be assigned to the ACNT from any one member jurisdiction shall be agreed upon by the participating entities from time to time as circumstances and needs warrant. Each member jurisdiction shall be solely responsible for the salary and other compensation paid the officer(s) it may assign to the ACNT, and shall supply its ACNT officers such equipment, including, where appropriate, vehicles, necessary to allow both the officer and the ACNT to effectively carry out their respective duties and responsibilities.

3. Officers assigned to the ACNT shall serve a tour of duty determined by the officer's home jurisdiction unless or until the assignment is withdrawn by the officer's home jurisdiction or is otherwise terminated as elsewhere provided for in this agreement.

4. Each officer and/or other person assigned to serve on the ACNT shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that jurisdiction's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. Each member jurisdiction shall also retain responsibility for the conduct of those officers it assigns to the ACNT and will be responsible for investigating and handling any complaints made against those officers it assigns to the ACNT. In the event a claim or legal action should be brought against an officer assigned to the ACNT and/or the ACNT arising from the assigned officer's conduct, the member jurisdiction that assigned the officer to the ACNT, at its sole cost, shall be responsible to defend and indemnify the officer consistent with the terms and limitations provided under the Colorado Liability of Peace Officers Statute and Governmental Immunity Act, COLO.REV.STAT. §§ 29-5-111 and 24-10-101, *et seq.*, respectively. The provisions of this paragraph shall survive and remain in effect against any member jurisdiction that should withdraw from participation in the ACNT, as well as the termination of the agreement.

5. The Arapahoe County Sheriff shall deputize all officers assigned to the ACNT as Arapahoe County Sheriff's deputies in order to ensure that each officer has law enforcement authority throughout Arapahoe County. The term of that appointment shall remain effective during the term of the officer's assignment to the ACNT and will automatically terminate if or when the officer is withdrawn or terminated from the ACNT, or unless the appointment is otherwise terminated in the discretion of the Arapahoe County Sheriff. The officer and employing member jurisdiction shall be provided notice of any such termination. Each member jurisdiction, by signing this agreement, also acknowledges and agrees that officers assigned to the ACNT and deputized by the Arapahoe County Sheriff shall be vested by the jurisdiction with the authority to exercise their full law enforcement authority within the geographical boundaries of the member jurisdiction when performing ACNT activities. This authority shall remain effective during the term of the officer's assignment to the ACNT unless the same is withdrawn or terminated by the vesting member jurisdiction.

6. The ACNT shall operate from offices within the ACSO and the day-to-day management and tactical command of the ACNT shall rest in a lieutenant (the ACNT Commander) with the

ACSO, who shall be assigned to the unit by the Arapahoe County Sheriff. Upon reasonable notice to the member jurisdiction and Arapahoe County Sheriff, the ACNT Commander shall have the authority and discretion to terminate the assignment of any officer upon such grounds as he or she may deem necessary or appropriate for the efficient and/or effective operation of the unit.

6a. Disputes among officers and/or other staff assigned to the ACNT shall be resolved cooperatively among such officers/staff and their assigned Sergeant(s). If the dispute cannot be resolved cooperatively among the officers/staff and their assigned Sergeant(s), the dispute shall be elevated to the ACNT Commander who shall attempt to resolve the dispute in conjunction with supervisor(s) from the home jurisdiction of the involved ACNT officers/staff. Any disciplinary action imposed against officers and/or staff assigned to ACNT as a result of his or her involvement or participation in ACNT shall be the responsibility of the home jurisdiction who assigned such officer and/or staff.

7. The operations of the ACNT shall be informed and guided by the policies and procedures of the ACSO. ACSO shall serve as the repository for all reports, evidence, and records compiled or generated by the ACNT's activities. ACSO shall also serve as the custodian of records under the Colorado Criminal Justice Records Act (CCJRA) and/or the Colorado Open Records Act (CORA) as it relates to any records related to the operations of ACNT.

8. Net forfeitures generated from seizures of money and/or personal or real property resulting from ACNT operations shall be maintained by ACSO following established forfeiture guidelines as set forth in C.R.S. §§ 16-13-311 to 16-13-315, the Colorado Contraband Forfeiture Act, C.R.S. §§ 16-13-501, *et seq.*, and/or pursuant to federal guidelines. Such forfeitures shall be the sole property of ACSO and shall be deposited in Arapahoe County's Forfeited Property Fund, and expenditures of the same shall be made only after approval by the Committee on Disposition of Forfeited Property, as set forth in Arapahoe County's Forfeited Property Expenditure Policy.

9. The management and general operations of the ACNT shall be subject to joint review by the chief law enforcement officers from each member jurisdiction (or their authorized designee) sitting together as they may deem necessary or appropriate from time to time. It is not the intent of the member jurisdictions to create a separate legal entity or government subdivision/agency by the creation of the ACNT and any member jurisdiction may, within its discretion, withdraw from participation in the ACNT at any time upon providing written notice to the other members not less than thirty (30) days prior to such withdrawal. This agreement may also be terminated in its entirety upon the affirmative vote of a majority of the member jurisdictions.

10. No change, amendment, or waiver of any of the terms or provisions of this agreement shall be valid or binding unless the same has been approved in writing by all member jurisdictions.

11. This agreement is 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 right of action by any person or entity not signatory hereto.

12. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

13. This agreement may be executed in several counterparts and, as so executed, shall constitute one agreement, binding on all the parties even though all have not signed the same counterpart. Any counterpart which has attached to it separate signature pages which together contain the signature of all the parties shall be deemed a fully executed instrument for all purposes.

14. This agreement shall not be deemed a pledge of the credit of any signatory hereto, and nothing herein shall be construed to create a multiple-fiscal year direct or indirect debt or financial obligation.

15. This agreement shall not become effective or be binding against any member jurisdiction except upon the affirmative written approval or authorization of the legislative body for such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

THE CITY OF ENGLEWOOD

By: _____
Printed Name:
Title:

ATTEST:

Title:

APPROVED AS TO FORM:

Title:

THE CITY OF LITTLETON

By: _____
Phil Cernanec, Mayor & Council President

ATTEST:

Title:

APPROVED AS TO FORM:

Title:

**BOARD OF COUNTY
COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

By: _____

Printed Name:

Title:

ATTEST:

Clerk of the Board

