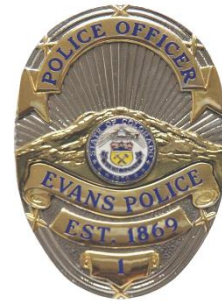
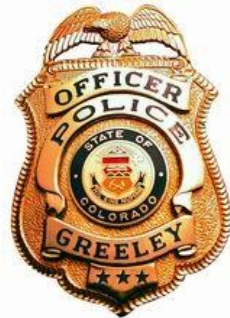


INTERGOVERNMENTAL AGREEMENT REGARDING THE WELD COUNTY DRUG TASK FORCE



Greeley Police Department Weld County Sheriff's Office Evans Police Department

This Agreement is made and entered into this ____ day of _____, 2019 by and between the City of Greeley by and through the Greeley Police Department, Board of County Commissioners of Weld County on behalf of the Weld County Sheriff's Office, and the City of Evans by and through the Evans Police Department.

Whereas, the City of Greeley, the County of Weld, and the City of Evans (individually referred to as a "Party" and collectively referred to as the "Parties") are political subdivisions of the State of Colorado duly organized and existing in accordance with Colorado law; and

Whereas, pursuant to CRS Section 29-1-203(1), the Parties, are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore authorized under CRS 29-1-203(1), to enter into this agreement; and

Whereas, the Parties recognize that a cooperative and coordinated multi-jurisdictional drug Task Force is the most effective and efficient way to impact the existing drug problem that crosses jurisdictional boundaries within Weld County; and

Whereas, the Parties believe that the pooling of each Party's resources, information, expertise, equipment, and money allows for a greater impact on the drug problem than any one Party could achieve within their own jurisdictional boundaries; and

Whereas, the objectives of the Parties are to impact the availability of drugs locally and regionally through a balanced enforcement approach which targets high-level dealers/wholesalers, as well as neighborhood drug problems (resources allowing); provide a deterrent to the distribution of drugs by increasing the risk of detection, apprehension, prosecution and conviction, And

Whereas, the Parties to this Agreement previously entered into an Intergovernmental Agreement dated December 21, 1999 which provided for the formation and continued operation of the Weld County Drug Task Force, and although the previous agreement has been mutually beneficial, the Parties desire to provide for the continued existence of the Task Force and provide for changing circumstances of its membership through this new Agreement.

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

1. **Termination of prior intergovernmental agreement:** The Parties agree that this agreement shall replace and supersede in all respects any previous agreement between them concerning the operation of the Task Force as of **April 1, 2019**.
2. **Purpose and Continuation of Task Force.** The Parties hereto agree to the continuation of the association of entities known as the Weld County Drug Task Force (the "Task Force") for the purpose of coordinating and facilitating multi-jurisdictional drug enforcement. The Task Force is not a separate legal entity. The Parties enter into this agreement as separate and independent entities and each shall maintain such status throughout the term of this Agreement. All Task Force operations will be primarily focused on the following Areas:
 - A. Conducting investigations related to the unlawful sale, distribution, or manufacturing of controlled substances and other related criminal activity in the Weld County area. The emphasis of these efforts will be to target medium to large sized distribution networks with an emphasis on identifying and eliminating, to the extent possible, drug trafficking organizations at their source.
 - B. Establish and maintain a viable and efficient criminal intelligence system that will provide for the collection, storage, and dissemination of relevant criminal intelligence to those authorized by law to receive it.
 - C. Maintain effective collaboration with the 19th Judicial District Attorney's Office to work towards prosecution strategies that are in the best interest of the community. Furthermore, the Weld County District Attorney's Office and the Task Force will coordinate and collaborate on asset forfeitures that are handled through the State of Colorado legal system.
3. **Term of the agreement:** The term of this Agreement shall begin **April 1, 2019**, and continue for consecutive one-year periods ending on **March 31, 2024**, unless sooner terminated as provided herein or extended by mutual written agreement of the Parties. The Parties shall review this agreement at least every five (5) years to determine if renewal is appropriate.

4. **Management Committee:** The Management Committee shall be comprised of the Chief of Police or Sheriff of each of the Managing Agencies, or their designees. The role of the Management Committee is to provide strategic guidance to the Task Force Commander.
 - A. Financial Reports: The Management Committee shall receive a financial report from the Task Force Commander or the Financial Coordinator prior to each scheduled committee meeting. The substance of the financial report will be determined by the management committee.

5. **Task Force membership:** Any law-enforcement agency in Weld County may become a member of the Task Force by providing the Management Committee with a proposal identifying the personnel the agency wishes to contribute to the Task Force. The Management Committee has the authority to approve this membership. Any agency granted membership to the Task Force must agree to the terms and conditions of this Agreement and shall execute a counterpart copy of this Agreement and all subsequent amendments or addenda thereto, at which point such agency will become a Party to this Agreement. Any personnel assigned to the Task Force shall remain an employee of their respective agencies. Increasing or decreasing personnel assigned to the Task Force will require a review and adjustment to this agreement as it relates to Fiscal Management, Section 9 of this agreement.
 - A. Managing Agency: A law enforcement agency that has assigned full-time personnel to the Task Force operations is designated as a “Managing Agency.” The actual number of full-time personnel assigned to the Task Force operations by each agency may fluctuate year-to-year, depending on the financial circumstances of each agency and the addition or withdrawal of any other agency to or from the Task Force operations.
 - B. Participating Agency: Any law enforcement agency that does not assign personnel to the Task Force operations, but does provide investigative cooperation, enforcement assistance, intelligence and information sharing and /or any other non-personnel contribution to the Task Force operations is defined as a “Participating Agency.” Participating agencies are not voting members of the Management Committee and will not receive any asset forfeiture distributions. As part of the working relationship with the Task Force, Participating Agencies may receive assistance in narcotics investigations including the investigation of illegal drug laboratories, access to investigative technology and the ability to access the Task Force criminal intelligence system through Task Force detectives and supervisors. Requests for assistance will be approved by the Commander based on available resources and other Task Force priorities. The Task Force Commander will attend the Weld Chief’s Association meetings, as directed by the Management Committee, to provide an update on task force priorities and current projects.
 - C. Other Agencies or affiliations: The Federal Drug Enforcement Administration, FBI, probation or parole Divisions and the Colorado National Guard (through counter drug programs) may assign personnel to the Task Force operations. The obligations of these agencies are governed by a separate agreement.

6. **Task Force Organization:** Sworn personnel engaging in operational activities through the Task Force shall have full peace officer authority and arrest powers within Weld County through the

Weld County Sheriff's Office commissions in addition to the authority granted by the home agency. Additionally, sworn personnel may operate in other areas under the authority of any federal deputation, which may be granted to the Task Force members. Task Force policy and procedure will parallel that of the Greeley Police Department, which acts as the administrative agency for the Task Force. Personnel assigned to the Task Force shall follow GPD policy. In case of an alleged policy violation the Task Force Commander will collaborate and assist the home agency of any Task Force employee who may be undergoing a personnel investigation. Disciplinary action shall be the responsibility of the employee's home agency.

- A. Task Force Commander: The Commander who also serves as the Project Director for the Task Force shall be a Greeley Police Commander and is subject to the Greeley Police Department chain of command. The Commander or their designee shall manage field and investigative operations of the Task Force. The Commander shall supervise the Task Force Sergeant(s). The Commander is authorized to apply for grants or to seek supplemental funding sources through state or federal avenues and are to be used for purposes related to Task Force operations.
- B. Task Force Sergeants: Task Force Sergeants shall supervise detectives and/or officers assigned to Task Force operations. Supervision does not include the authority to make personnel decisions, but the Task Force Sergeant may communicate with the agency that employs those assigned to Task Force operations regarding a person's conduct and performance during Task Force operations.
- C. Detectives and Civilians assigned to Task Force operations: Task Force detectives and civilian personnel assigned to Task Force operations will work as part of a mixed agency team under the supervision and direction of the Commander and Sergeant(s). The Managing Agency executives shall have sole discretion concerning the assignment of their personnel to the Task Force. Due to the unique nature of the assignment, it is recommended that a formal selection process be conducted with the current task force supervisor(s) participation. Applicants may be required to successfully complete a drug screen (urinalysis), polygraph examination and financial background investigation (according to the Fair Credit Reporting Act rules and regulations), and an employment background investigation including review of personnel files. The Commander may also remove individuals from participation in Task Force operations with approval of the individual's home agency.
- D. Nothing contained in this Agreement, and no performance under this Agreement shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or other conditions or requirements of employment. While assigned to the Task Force, employees remain subject to their home agency's human resource regulations.
- E. All agencies that utilize resources that come about as a result of Task Force operations shall agree to follow the protocols established by the Task Force or set forth in the Greeley Police Department's policies. Direct access to the Task Force intelligence

system is available to selected members of the Managing Agencies. Direct access to the intelligence system shall not be allowed to a Managing Agency employee until the Commander or Sergeant(s) verify the employee has completed the Task Force intelligence training, and the employee agrees to follow the Task Force requirements and protocols governing use of the intelligence system. Participating Agencies are encouraged to access the intelligence system through a Task Force detective or supervisor in accordance with Task Force policy.

F. In order to maintain consistency in operations, the members of the Task Force shall utilize the following support services of the Greeley Police department. All evidence collected during Task Force operations will be stored by the Greeley Police Department's Property and Evidence section. All police reports and associated paperwork shall be maintained by the Greeley Police Department Records Section. Computer support and other IT services will be provided by the City of Greeley Information Technology Division with necessary assistance from Weld County Public Safety Information Technology. Other support services for the Task Force will be decided based on the type of service, geographic location and availability.

7. **Initial Transition of Equitable Funds:** The Parties acknowledge that this Agreement replaces the previous Agreement controlling the structure and operations of the Task Force. As of February 26, 2019, the Task Force currently has *equitably* shared reserves in the amount:

- Department of Justice- \$243,760.62
- Department of Treasury- \$31,534.51

In order to comply with federal rules, the Parties agree that all existing Task Force equitably shared federal funds shall be transferred to the City of Greeley which is acting as the fiduciary for the Task Force. The City of Greeley will distribute those funds to the member agencies according to the sharing percentages noted in section 9(F) below. The member agencies may use these funds at their discretion but must remain in compliance with the Department of Justice *Guide To Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, July 2018. Nothing in this paragraph shall limit or restrict the existing management committee and Task Force Commander from spending necessary funds as authorized in this Agreement while this transition occurs.

8. **Initial Transition of Non-Equitable Funds:** All non-equitable funds (those forfeited funds not received through the federal government) shall be transferred to the City of Greeley in their entirety. Those funds shall be held by the City of Greeley to support future task force operations. As of February 26, 2019, the Task Force currently has *non-equitably* shared reserves in the amount of \$515,585.77.

9. **Fiscal Management:** The Commander shall oversee the fiscal management of the Task Force. There shall be a Financial Coordinator who shall be supervised by the Greeley Police Chief or his/her designee. Financial policies and procedures of the City of Greeley shall govern all financial matters involving the Task Force.

A. **Grant Funding:** The Greeley Police Department shall act as the sub-grantee for any state or federal drug grants or awards. The Commander shall act as the grant coordinator or manager. No grant which requires matching funds will be applied for

without consultation and approval of the Management Committee. Grant match obligations, if any, shall be apportioned among the Managing Agencies according to each agency's proportionate share of full time personnel under the command structure of the Task Force.

- B. Funding Strategy:** Essential to the sustainability of the Task Force is a funding strategy that minimizes dependence on federal grant funding. In recognition thereof, each Managing Agency shall fund its own personnel costs incurred in its performance of the Task Force operations. Other expenses such as vehicles, supplies and other operating expenses shall be covered through the Task Force's allotted budget. Federal and/or state grant awards and project income, which includes monies from seizure/forfeiture awards, court surcharges, restitution, and interest from Task Force operations in the designated agency's reserve accounts, may be used for expenses specific to carrying out daily drug enforcement efforts, including but not limited to confidential funds, off-site lease expenses, a portion of overtime, and other operating expenses not otherwise funded or provided. Supplemental funding that may be received for overtime will be reimbursed to each Managing Agency. Overtime reimbursement awarded shall not exceed the proportionate share of the award based upon the agreed sharing percentages.
- C. Equipment:** Equipment and/or vehicles purchased in whole or in part, through funding or equitable sharing, prior to the implementation of this agreement, shall be jointly-owned by all Managing Agencies. In the event the Task Force is disbanded in its entirety, or a member agency elects to leave Task Force membership, such equipment will be distributed pursuant to the sharing percentages in this Agreement noted in Section F below. Percentage of ownership will be determined through the formula established in section F below. Items purchased with Equitable sharing funds will be distributed in accordance with the current Department of Justice "*Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies.*" Managing Agencies will be entitled to proportional shares after 3 years of continual Managing Agency status. Maintenance, repair and replacement of any such equipment shall be the responsibility of the Task Force Commander or their designee.
- D. Joint Use and Operation:** Equipment, including but not limited to computers, hardware and software, vehicles, cell phones, and any other equipment owned by an Agency that is used, or has been made available for use by for Task Force operations, shall remain the property of said Agency. All maintenance, replacements and repairs of such equipment shall be the responsibility of that Agency.
- E. Task Force Asset Forfeiture Distributions:** The Commander shall be the signatory for the Management Committee to dispose of forfeited property in accordance with federal and state guidelines. Further, any revenue or assets generated through forfeiture actions initiated by or processed through Task Force operations shall be distributed to the Managing Agencies based on formulas set forth in this Agreement. However, when an asset forfeiture results from Task Force activity, the federal match percentage, or state award of such asset forfeiture shall first be placed directly into the designated agency's account before any distribution under this paragraph is made.

- F. Equitable Sharing/Seizures:** Each Managing Agency shall be responsible for staying in compliance with all applicable federal agency guidelines regarding the use and management of equitable sharing dollars. Direct requests for equitable sharing by Managing Agencies will be determined by the percentage of the requesting agency's contribution of full time investigative employees to the Task Force. In these instances, the requesting agency shall complete a DAG71 (form for federal asset sharing) requesting asset sharing from a Task Force seizure case. Effective **April 1, 2019** the following equitable sharing percentages for monetary forfeitures will be adhered to:

Percentages based on 12 Full time Task Force employees		
Agency	Number FTE	Percentage
Greeley Police	9	73
Weld County Sheriff	2	20
Evans Police	1	7

The Evans Police Department agrees to accept a reduced equitable share distribution in lieu of making an upfront contribution for administrative costs. Therefore, the administrative agency will be entitled to deduct 3% of the equitable share distribution percentage from the Evans Police Department's share to help compensate the administrating agency for administrative cost. The Weld County Sheriff's Office agrees to contribute 20% of the administrative and operational cost of the task force, which includes the cost of the task force commander and administrative assistant.

When tangible property (i.e. motor vehicle, trailer, technology, etc.) is forfeited for Task Force use, the Administrative Agency will complete the DAG71 and that property will be designated for Task Force Use.

- G. Non Equitable Sharing/Seizures:** Assets that are forfeited through the State of Colorado forfeiture system are referred to as "non-equitable" funds. These funds will remain in a separate accounting fund so that the non-equitable funds are not commingled with the equitable sharing from the federal government. Transfer, management and disbursement of non-equitable funds will be the responsibility of the fiduciary. The fiduciary will prepare a financial statement to be presented to the Management committee at each regularly scheduled meeting.
10. **Voluntary Change of Membership Level:** It is agreed that participating in the Task Force is voluntary, and that in the event a Managing or Participating Agency wishes to change its level of participation in the Task Force, said agency shall notify the Management Committee not less than ninety (90) days Prior to the anticipated change. An agency changing from a Managing to a Participating Agency shall have no claim of ownership over any assets purchased in whole or in part through grant funding, or to that Party's funds held for Task Force operations, equipment or vehicles acquired through forfeiture proceedings, nor any asset forfeiture proceeds which have been applied for, but have not yet been distributed at the time of the notice. All such assets, equipment, vehicles and forfeiture proceeds shall be retained by the then existing Managing Agencies. Change in participation level pursuant to this section shall not relieve a Party of its obligations incurred up to the change date. Any Participating Agency that wishes to

become a Managing Agency shall notify the Commander and provide the Management Committee with a proposal regarding personnel that they will assign under the command of the Task Force. The change in membership status is not effective until approved by the Management Committee.

11. **Indemnification and Liability:** The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that each Party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law. As such, to the extent permitted by law, each Party shall indemnify and hold harmless the other Parties, their officers, employees and agents from and against all liabilities, claims and demands that may arise from the negligent acts or omissions of the indemnifying Party or any of his or her subordinates, agents or other persons acting under its authority. In addition, the indemnifying Party shall indemnify the other Parties, their officers, employees and agents for all costs and expenses related to defending such liabilities, claims and demands, including, without limitation, litigation costs and attorneys' fees, whether or not such liabilities, claims or demands are groundless, frivolous, false or fraudulent. However, the Parties agree that all such liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities or limitations to liability under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) and to any other defenses, immunities or limitations to liability available pursuant to law.
12. **Workers' Compensation Insurance.** If an employee of a Party is injured, disabled or dies while providing services to the Task Force under this Agreement, said individual shall remain covered by, and eligible for, the workers compensation and other benefits to which said individual would otherwise be entitled if the injury, disability or death had occurred while acting solely as an employee of the Party and not providing services to the Task Force under this Agreement.
13. **Vehicles.** Only Employees of the Greeley Police Department, the Weld County Sheriff's Office, the Evans Police Department or any other agency as may from time to time be authorized by the Commander or their designee ("Authorized Agencies") shall be authorized or permitted to operate any vehicle owned, leased, controlled and/or insured by the Task Force or the Greeley Police Department (collectively referred to as a "Task Force Vehicle"). In the event an employee of an Authorized Agency other than the Greeley Police Department is involved in an accident while operating a Task Force Vehicle, it shall be the obligation of the employing agency to indemnify the City of Greeley from any and all liability pursuant to paragraph 10. The employing agency shall reimburse the City of Greeley for any expenses, fees and/or costs related to an accident occurring in a Task Force Vehicle no later than thirty (30) days after receiving written notice from the City of Greeley of the expenses, fees or costs. Managing Agencies shall be financially responsible for any damage that occurs to a vehicle while assigned to an employee of that Managing Agency
14. **Contingencies:** This Agreement and obligations of the Parties hereunder are expressly contingent upon each Party's budgeting and appropriating the funds necessary to fulfill the Party's obligations hereunder.
15. **No Third Party Beneficiaries:** This Agreement is made for the sole and exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever
16. **Waiver:** No waiver by any of the Parties hereto of any of the terms and conditions of this Agreement shall be deemed to be or be construed as a waiver of any other term or condition of

this Agreement, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.

17. **Severability:** If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.
18. **Force Majeure:** Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of any of the Parties hereto, or strikes and labor troubles (whether or not within the power of the Party affected to settle the same) prevents or delays performance by any Party to this Agreement, such Party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause; provided, however, that such party shall exercise due diligence in its efforts to resume performance within a reasonable period of time.
19. **Authority:** The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.
20. **Binding Effect:** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
21. **Counterpart and Electronic Signatures:** The Parties agree that counterpart signatures shall be acceptable and that execution of the Agreement in the same form by each Party shall be deemed to constitute full and final execution of the Agreement. This Agreement may be executed and delivered by electronic signature by any Party and all Parties consent to the use of electronic signatures.
22. **Law Enforcement Authorization:** To the extent any Parties to this Agreement (Managing, Participating or Contributing) are also signatories to the February 10, 2015 "Agreement for Law Enforcement Authorization", an officer's assignment to the Task Force shall constitute notice as required by Section 4(A) of the "Agreement for Law Enforcement Authorization" and no further notice shall be necessary as long as the officer remains assigned to the Task Force.
23. **Dissolution:** Upon a majority vote of the Managing Committee and approval by each Party's Chief of Police or Sheriff, the Task Force may be completely dissolved. Upon dissolution, any assets, equipment or funds shall be distributed as follows:

All assets of the Task Force will be divided between the then existing Managing Agencies based upon the percentage of full time employees assigned by each Managing Agency to the Task Force as of the date of the dissolution vote.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by each Party's duly authorized representatives as set forth below.

Greeley Police Department

Date

Weld County Sheriff's Office

Date

Evans Police Department

Date