

## **INTERGOVERNMENTAL AGREEMENT FOR SHARED SEXUAL ASSAULT TASK FORCE**

This **Intergovernmental Agreement for a Sexual Assault Task Force** (“IGA”), is made and entered into as of the Effective Date by and between the City of Brighton, a Colorado municipal corporation with a principal place of business at 500 S. 4th Avenue, Brighton, Colorado 80601 (“Brighton”), and the City of Commerce City, a Colorado municipal corporation with a principal place of business at 7887 E. 60th Avenue, Commerce City, Colorado 80022 (“Commerce City”), referred to collectively as “Cities” or “Parties” and each individually as “City” or “Party.”

### **RECITALS**

**WHEREAS**, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

**WHEREAS**, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so; and

**WHEREAS**, the police departments of the City of Commerce City and the City of Brighton seek the means to provide improved and consistent sexual assault investigations; and

**WHEREAS**, the Parties to this IGA recognize that through shared resources, sexual assault investigations can be improved by ensuring that detectives with the appropriate training are assigned to these cases; and

**WHEREAS**, the Parties wish to create a combined task force that will investigate all sexual assaults and manage the sex offender registry; and

**WHEREAS**, the creation of joint task force having specially trained and focused investigators will lead to improved service to victims, improved quality of investigations, and more successful prosecution of offenders; and

**WHEREAS**, the Parties have jointly applied for and been offered grant funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, in the amount of \$699,721.00 for the creation of this task force in order to determine the efficacy of a multijurisdictional task force for the investigation of sexual crimes and sexual violence; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Cities agree as follows:

## **AGREEMENT**

### **Article 1 Controlling Documents**

**1.0** The effective date of this IGA shall be January 1, 2018 (“Effective Date”).

**1.1** This IGA constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

**1.2** The terms of this IGA are subject to the Edward Byrne Memorial Justice Assistance Grant Program – Smart Policing grant executed on October 1, 2017, Award No. 2017-WY-BX-0004, awarded to the City of Commerce City as approved by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (the “Grant”), for the period of time in which the Grant funds have been awarded or during the term of the grant, whichever is longer. In the event there is a conflict between the terms, requirements, or conditions of this IGA and the Grant, the Grant terms, requirements, or conditions shall control.

### **Article 2 SATF Establishment and Administration**

**2.0** The Cities hereby establish the Sexual Assault Task Force (“SATF”) and hereby establish the same to be a joint and cooperative effort by and between the police departments and related personnel of Brighton and Commerce City to investigate sexual assault crimes as more specifically set forth in the Scope of Services (“Services”) as identified in Exhibit A, attached hereto and incorporated herein by reference. The Sexual Assault Task Force is also assigned the responsibility to maintain and manage the sex offender registry and all associated duties as identified in the Scope of Services.

**2.1** The SATF shall provide the Services within the jurisdictions of the Parties.

**2.2** The SATF shall be administered by the City of Commerce City and managed by its Commander of Investigations.

### **Article 3 Personnel and Structure**

**3.0** As of the Effective Date, the SATF shall consist of the personnel as designated in Personal, Exhibit A.

**3.0.1** The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the SATF may vary depending upon the resources needed and resources available to the SATF and shall be determined at the reasonable discretion of the SATF Commander.

**3.1 Personnel Responsibilities.** The responsibilities of the SATF personnel shall be as set forth in part 3 of Exhibit A.

**3.2 Personnel Rules.** All SATF personnel shall be employed directly by one of the Parties to this Agreement. All SATF personnel shall be governed by and perform their duties in accordance with the personnel policies of their employing entity.

**3.2.1 Employee Evaluations.** All SATF personnel shall be evaluated by their employing entity. To the extent any Party seeks the input of supervisory personnel from SATF in the completion of an employee evaluation, the Parties will require SATF supervisory personnel to so cooperate.

**3.2.2 Information Technology Policies.** Notwithstanding the foregoing, SATF Personnel shall comply with the information technology policies of the entity providing information technology systems and equipment.

**3.2.3 Facility Access Policies.** SATF personnel accessing facilities belonging to either of the Parties shall comply with all applicable access policies, including those which are or may be established to ensure compliance with CJIS.

**3.3 Personnel Training.** Each Party to this IGA is responsible for ensuring that its personnel assigned to the SATF receive the appropriate training to perform the duties and functions of the Task Force.

**3.4 Personnel Status.** The command structure of the SATF shall in no way be construed to provide any right or benefit to the SATF personnel outside of the rights or benefits provided them directly from their direct employer. In assigning personnel to the SATF, each Party to this IGA acknowledges that the assignment has no effect on the employment status of the respective personnel.

**3.4.1** Nothing contained in this IGA, and no performance under this IGA by personnel of either Party shall in any respect alter or modify the employment status of an employee assigned to SATF. No employee, volunteer or agent of the SATF providing Services hereunder shall at any time be entitled to worker's compensation, benefits or salary, pay, entitlements, pension, training, internal discipline, certification, or rank from the Party that is not its direct employer.

**3.5 Personnel Compensation.** All SATF personnel shall receive compensation, to the extent entitled, including but not limited to, all salary, wages, benefits, and reimbursements, directly from their employing entity. Each Party shall be obligated to pay federal and state income tax, including unemployment insurance benefits, that may be applicable to its personnel assigned to the SATF. The foregoing shall not be construed to limit the use of grant funds to pay the compensation or wages in whole or in part, as set forth in an applicable grant.

**3.6 Personnel Scheduling.** The scheduling of SATF personnel and supervisory personnel is the responsibility of the SATF Commander, but shall remain subject to the

requirements and parameters of the employing entity. All SATF personnel shall remain subject to their employing entity's policies and procedures regarding scheduling, overtime, and on-call status.

**3.7** Personnel Recall. All personnel assigned to the SATF shall be and remain subject to recall by their employing entity at any time and for any reason. Any temporary recall, deemed to be less than twenty-one (21) days), shall have no impact on this Agreement. Any recall of twenty-one (21) days or more shall require the recalling Party to assign a qualified alternative SATF participant as a temporary replacement during the time of recall. Recall in order for personnel to participate in training, administrative responsibilities, or pre-approved vacation, shall have no impact upon this Agreement.

## **Article 4**

### **Funding, Equipment, and Budget**

**4.0** The SATF shall be funded by the Parties and shall be subject to each City's annual appropriation process.

**4.1** Non-appropriation of Funds. Pursuant to law, this IGA is subject to adequate appropriation by each City in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain the financial obligations under the terms and conditions of this IGA, the Cities agree that the IGA shall terminate on the first day of the fiscal year for which funds were not appropriated.

**4.2** Office Space. The Parties shall cooperate to establish office space to house the SATF. The Office Space shall be appropriate to the size of the SATF and sufficient to allow the SATF to perform the Services. Where such space is acquired by lease, the Parties shall contribute to rent pursuant to the Formula established for the allocation of costs as set forth herein.

**4.3** Equipment. Equipment, technology, and supplies necessary for the SATF to perform the Services shall be acquired using funds from the Budget. To the extent such equipment, technology, or supplies are provided directly by a Party, the Party providing such materials shall be reimbursed pursuant to the Formula upon approval of the SATF Commander.

**4.4** Grant Funds. The City of Commerce City shall administer funds received through any grant. Grant funds shall be applied to the SATF as outlined in any approved grant.

**4.5** General Budget. The SATF's annual budget (the "Budget") shall provide for its operating costs, office space, office supplies, including dues and subscription fees, travel expenses, conference and educational costs. All financial and accounting services related to the Budget will be performed by the City of Commerce City.

**4.5.1** The Budget shall not be used to obtain, provide, or reimburse the Parties or SATF personnel for vehicles, radios, mobile telephones, uniforms, firearms, ammunition, standard law enforcement equipment, or other accoutrements of their position not specific to SATF

assignment. Nor shall funds from the Budget be used for training not specific to accomplishing the Services specific to the SATF.

**4.6 Allocation of Costs.** The SATF is neither established to nor expected to generate any revenue. The costs of operation, as reflected in the Budget, will be borne by the Cities according to the following formula. Each City shall contribute financially a percentage of the total approved Budget pursuant to the formula (“Formula”) set forth herein.

**4.6.1 Formula.**

$$\left( \frac{\left( \frac{\text{City Pop}}{\text{Cities Pop}} \times 100 \right) + \left( \frac{\text{City Sex Crimes Cases}}{\text{Total Sex Crime Cases}} \times 100 \right) + \left( \frac{\text{City RSO's}}{\text{Total RSO's}} \times 100 \right)}{3} \right) = \text{City's Contribution}$$

**4.6.2 Formula terms.** The Formula terms are defined as follows:

City Pop =	the City’s population according to the U.S. Census data of the most recent population estimate available at <a href="http://www.census.gov">www.census.gov</a> at the time the Budget is submitted to the Cities pursuant to Article 4.7
Cities Pop =	the combined total population of both Cities
Sex Crimes Case =	Any crime as defined in Appendix A and assigned to the SATF
City Sex Crimes Cases =	number of Sex Crime Cases originating in the City’s jurisdiction
Total Sex Crime Cases =	combined total number of Sex Crime Cases from both Cities
RSO’s =	Registered Sex Offenders
City RSO’s =	number of registered sex offenders in the City’s jurisdiction*
Total RSO’s =	combined total number of registered sex offenders in both Cities*
City’s Contribution =	the percentage of the Budget allocated to the City for contribution to the SATF

\* The number of registered sex offenders in each city shall be determined on the last day of the month. The annual number of sex offenders shall be determined by averaging the number of registered sex offenders throughout the previous calendar year.

**4.6.3** In applying the Formula, all decimals will be rounded to the nearest whole number.

**4.7** Financial Record Access. Each City shall have the right to inspect the financial records of the SATF. Upon request from a Party, the City of Commerce City Finance Department will provide full access to the SATF's financial records, including revenues and expenditures.

**4.8** Budget Approval Process. The SATF Commander shall provide to each City, in accordance with a timeline established by the respective chief law enforcement official of each Party, the annual Budget for each City's review and approval. Each City shall review the Budget and approve the same in its sole discretion through the means set forth in that City's laws, ordinances, policies, and practices. No Party shall be required to approve the Budget in whole or in part. A Party, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

**4.9** Allocation of Funds. Each City shall make payment of appropriated funds to the Budget in a lump sum to the City of Commerce City within the first two weeks of the first quarter of the fiscal year to which the funds are to be applied.

**4.10** Invoicing. The City of Brighton shall invoice to the City of Commerce City for compensable salaries, wages, costs, fees, and expenses on a quarterly basis.

## **Article 5 Records**

**5.0** Records. The SATF Commander shall be the custodian of internal records related to the SATF and shall maintain any such records accordingly. The Director of Finance for the City of Commerce City shall be the custodian of records for the finance records related to the SATF.

**5.1** Each Party shall remain responsible for responding to requests pursuant to C.R.S. § 24-72-201, *et seq.* ("Colorado Open Records Act") and C.R.S. §24-72-301, *et seq.* ("Colorado Criminal Justice Act"). The Party to which the request was not made shall cooperate as necessary to facilitate a response.

**5.2** Incident Records and Record Sharing. The jurisdiction in which an incident occurs to which the SATF is assigned shall be responsible for the record keeping requirements pertaining to the incident including, but not limited to, making any such records available to the District Attorney as required by law and responding to requests for records. All Parties with records pertaining to an incident investigated to by the SATF shall provide the same to the entity in which the incident occurred.

## **ARTICLE 6 PERSONNEL AUTHORITY AND STATUS**

**6.0** While any peace officer employed by a Party is in the service of the SATF pursuant to this Agreement, the officer shall adhere to the command structure of the SATF. All peace officers assigned to the SATF shall have all the powers of a regular peace officer within the jurisdiction of the entity in which that officer is responding, operating, or working as though within the jurisdiction where the officer is regularly employed; any qualification for office with the employing Party shall constitute the officer's qualification for office within the incident jurisdiction; and no other oath, bond, or compensation need be made. In the performance of work or services hereunder, each peace officer is deemed solely to be an employee of the employing Party, which shall assume sole and exclusive responsibility for the payment and provision of wages and benefits to the employee for services performed under this IGA in accordance with the policies of such Party.

**6.1** A peace officer employed by a providing Party covered by this IGA may make arrests outside the jurisdiction in which he is employed, but within the areas of any participating jurisdiction covered by the Agreement, provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction. The authority of peace herein shall be co-extensive with that set forth in C.R.S. § 16-3-110(2) and nothing herein shall be interpreted or construed as a limit on the authority set forth by the laws of the state of Colorado.

**6.2** Peace officers employed by the Parties to this IGA shall have such investigative and other law enforcement authority in the jurisdictional area encompassed by this IGA as is reasonable and proper to accomplish the purpose for which the Services are necessary.

**6.3** Nothing in this IGA shall be construed or interpreted to change, modify, or alter that set forth in C.R.S. §§ 29-5-109.

**6.4** Any personnel investigation relating to a peace officer assigned to the SATF shall be conducted by the peace officer's employing agency consistent with that agency's rules and policies. No Party to this IGA is granted any right or authority to discipline an officer that is not in its direct employ.

## **Article 7**

### **Miscellaneous Provisions**

**7.0** Term. The Initial term of this IGA shall commence on the Effective Date and shall terminate on December 31, 2021 (the "Termination Date"). Upon expiration of the Initial Term, this IGA may be renewed in writing for two (2) subsequent one (1) year terms upon written agreement by the Chiefs of Police of each City, to be executed annually for each additional one-year term.

**7.1** Termination. Notwithstanding other terms of this IGA, either City may terminate its participation at any time upon thirty (30) days written notice to the other City in writing.

**7.1.1** In the event this IGA is terminated, grant funds, gifts, endowments, gifts-in-kind, or other funds given, awarded, or provided from non-party sources to either City and not otherwise legally obligated through the terms of the applicable underlying grant, shall be returned to the City to which the grant was awarded, to the extent feasible, in an amount proportional to the number of months remaining in the grant as a percentage of the total term of the grant in months. Such funds shall be returned on the day the termination becomes effective.

**7.1.2** In the event this IGA is terminated, Commerce City shall return to Brighton the funds received by and allocated to the SATF by Brighton in an amount equal to one twelfth (1/12th) of the total amount of funds contributed for each month remaining in the fiscal year for which the funds were contributed. Such funds are to be returned on the day the termination becomes effective.

**7.2** Binding. This IGA shall be binding on the successors and assigns of each City.

**7.3** This IGA, including any and all rights or obligations hereunder, is not assignable.

**7.4** No Third Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right or cause of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this IGA shall be deemed any more than an incidental beneficiary only.

**7.5** Severability. In the event that any part, term or provision of this IGA is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Cities shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.

**7.6** Governing Law and Venue. This IGA shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Adams, Colorado.

**7.7** Reservation of Immunity. This IGA is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Cities and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this IGA.

**7.8** Amendments. This IGA may only be amended or modified in writing and with the written consent of the Cities hereto.

**7.9** Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same



IGA. Additionally, a copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

CITY OF COMMERCE CITY

BY: \_\_\_\_\_  
Sean Ford, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura J. Bauer, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

CITY OF BRIGHTON

BY: \_\_\_\_\_  
Richard N. McLean, Mayor

\_\_\_\_\_  
Philip Rodriguez, City Manager

ATTEST:

By: \_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## **Exhibit A**

### **1. Scope of Services**

The SATF shall provide the following services:

- a. Implement the SATF in conformance with the terms, requirements, and conditions of the Grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
  - i. To this end, the SATF shall be responsible for the goals as identified in Grant documents and based upon the measures identified in such documents.
- b. Centralize and consolidate sexual assault investigations and sex offender registration compliance management across the ~~p~~P~~a~~r~~t~~ies' jurisdictions to enhance the efficiency thoroughness, and efficacy of investigations and offender management.
- c. Conduct investigations of sexual crimes including sexual assaults, unlawful sexual contact, crimes involving sexual acts, and crimes associated with for sexual arousal, gratification, or abuse.
- d. Follow-up on all assigned cases.
- e. File cases with the appropriate District Attorney.
- f. Provide sex offender registry management including, but not limited to:
  - i. Registration services,
  - ii. Notifications and monitoring of all persons required by law to register as a sex offender,
  - iii. Home inspections,
  - iv. Community notifications,
  - v. Other responsibilities as required by law.
- g. For the purposes of these Services, the phrase "sexual assault" shall be liberally construed to include all those crimes identified in Title 18 of the Colorado Revised Statutes at Part 3, Art. 3, Secs. 305 and 306; Art. 3, Part 4, in its entirety; Art. 3, Part 5, Sec. 504; Art. 6, Secs. 403 and 404; and C.R.S. § 18-7-801; all as is or may be amended in the future.

## 2. Personnel

### a. Sworn Law Enforcement

Law Enforcement Personnel as of Effective Date:			
<u>Position</u>	<u>Number of Positions</u>	<u>Home Entity</u>	<u>% Time to SATF</u>
Commander	1	Commerce City	20
Sergeant	1	Brighton	100
Detective(s)	5	Brighton (2)	100
		Commerce City (3)	100

### b. Civilian

Civilian (non-sworn) Personnel as of Effective Date:		
<u>Position</u>	<u>Number of Positions</u>	<u>Home Entity</u>
Project Director	1	Brighton

### c. Contract

Contract Personnel as of Effective Date:		
<u>Position</u>	<u>Number of Positions</u>	<u>Home Entity</u>
Researcher	1	Commerce City

## 3. Personnel Responsibilities. The responsibilities of SATF personnel shall be as follows:

- a. Commander. The Commander shall be a full time employee of the Commerce City Police Department. The Commander shall be responsible for all activities of the SATF. The Commander shall commit no less than twenty (20) percent of his or her time to the work and activities of the SATF.
- b. Sergeant. The Sergeant shall be a full time employee of the Brighton Police Department. The duties of a Sergeant in the SATF shall include, but not be limited to:

- i. Supervision of unit and development of policy, procedures, and protocols,
    - ii. Case review and case assignment
    - iii. Identification of training opportunities and deficiencies,
    - iv. Liaison between DA's office, detectives, and, to the extent applicable, third party contractor's (e.g. researcher)
    - v. Collection of research data and participate in data analysis
    - vi. Oversight and evaluation of taskforce personnel
  - c. Detective. The detectives shall be full time employees of their respective law enforcement agency. The duties of a Detective in the SATF shall include, but not be limited to:
    - i. Coordination and conducting of investigations
    - ii. Ensuring protocols and ensuring You Have Options program are being followed
    - iii. Coordinating with Victim Services to ensure victims receive comprehensive services
    - iv. Evidence collection, preservation, and processing
    - v. Collection of data (for researcher)
  - d. Project Director. The Project Manager's responsibilities shall include coordination with Commerce City grant administration, coordinate actions with SATF to ensure that "Victims Services" are appropriately provided, ensure the You Have Options program is fulfilled, and provide and perform Grant compliance and grant reporting tasks as necessary.
  - e. Researcher. The Researcher responsibilities shall be defined by the Grant and placed in a contract to be agreed upon by the Researcher and the contracting entity.
- 4. Grant Funded Personnel.** To the extent necessary, the City of Commerce City shall coordinate all contracts with third parties relative to grant funds obtained to fund any such position.