INTERGOVERNMENTAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING ESTABLISHING THE ALL-CRIMES ENFORCEMENT TEAM ACET

This Memorandum of Understanding (MOU) is entered into by the following participating agencies:

- Craig Police Department
- Steamboat Springs Police Department
- Moffat County Sheriff's Office
- Routt County Sheriff's Office

The following agencies also enter into this MOU and based on their financial contributions to the task force will serve as advisory agencies:

- 14th Judicial District's District Attorney's Office
- Hayden Police Department

Purpose:

The purpose of this MOU is to establish a multi-agency task force to target the illegal possession and distribution of controlled substances and other crimes associated with these activities in the jurisdictions of the participating agencies. The task force shall be titled "All Crimes Enforcement Team". Agencies participating in this project recognize that combating the distribution of illegal drugs are of paramount importance to their communities and in order to achieve success jurisdictional boundaries must be erased. Through combined resources (financial, equipment, intelligence, manpower, etc.) of the participating agencies investigators will be better able to combat the drug and crime problems plaguing our communities. This MOU will formalize the agreement between the participating agencies as it related to the task force.

Mission Statement:

The All Crimes Enforcement Team (ACET) was formed to combat the availability of street level narcotics, and associated crimes. Investigators assigned to ACET commit themselves to identifying and dismantling drug trafficking organizations as well as identifying street level distributors. ACET will assist the participating agencies by providing them with intelligence concerning drug trafficking as well as secondary crimes (property crimes, domestic violence, etc.) that are commonly associated with drug use. Investigators will also represent their agencies by becoming a point of contact for other drug investigators throughout the state and nation. ACET strives to supply expert subject matter to the participating agencies to assist them in educating community organizations on how best to combat the narcotics trade.

Executive Board:

An Executive Board is established to oversee the operation of the ACET Drug Task Force. Membership to the Executive Board will be awarded to the participating agencies administrator or his/her designee. The designee shall be of management level. A participating agency is defined as one that has full time personnel assigned to the task force. Any agency that contributes financially to the task force may have an advisory role on the Executive Board. The Executive Board will establish procedures, policies, and reporting requirements for the task force. The Executive Board will meet on a monthly basis to review task force operations, handle issues that may arise, and assess the progress of the task force. The Executive Board Chairman may also call a special meeting in addition to the scheduled monthly meeting. The special meeting may be conducted by conference call, video, other electronic means, etc.

All decisions of the Executive Board will generally be made during a scheduled meeting. If a decision is required prior to a regularly scheduled meeting that vote may be taken electronically and preserved for documentation. All such decisions shall be the product of a majority decision by members of the Executive Board who are present at said meeting. No decision may be made, nor action taken, unless at least three (3) Executive Board members (or representatives with delegated authority) are present at the meeting at which the decision or action is considered.

The Executive Board will resolve any interagency conflicts that may arise during the duration of this project. The officers assigned to ACET will be used exclusively for ACET investigations.

Project Director / Task Force Supervisor:

The Executive Board will select the Project Director who will also serve as ACET's Task Force Supervisor. The Project Director is defined as the person who has direct day to day responsibility for the implementation of the project and grant goals. The Project Director is responsible for supervising the daily operations of ACET and ACET personnel. The Project Director will make decisions of a larger scale needing immediate answers regarding the administrative functions of ACET and any operational decisions dictated by the Colorado Department of Justice, and the Executive Board approved ACET Policy and Procedure Manual. The Project Director shall take all necessary actions to ensure the mission of ACET is accomplished. The Project Director shall function as a liaison between the task force agents and the task force agents employing agencies, and shall consult with the agency or department heads regarding the performance of the task force officers.

Task Force work hours are generally 0700 to 1700 Monday through Thursday. It is agreed that flexibility in working covert narcotics operations is a necessity. The Task Force Supervisor will have the authority to establish work hours and workweeks as dictated by investigations. Changes from the normal workweek and/or hours will be in compliance with Federal Labor and Standards Act (FSLA) regulations.

Grant administration is assigned to the Project Director. Disbursement of all assets, forfeiture funds, or property accumulated by the task force shall be disbursed in accordance with any and all grant provisions and/or grant funding of the task force and task force policies.

Staffing:

ACET shall be staffed with officers from the Moffat County Sheriff's Office, Routt County Sheriff's Office, Steamboat Springs Police Department, and Craig Police Department. The size and staffing of the task force may be increased or decreased from time to time as may be necessary and appropriate, based upon needs of the communities and after a meeting of, and agreement by the Executive Board.

The Department Heads of the various agencies committing personnel to the task force retain sole authority to impose discipline on their respective employees assigned to the task force. The Department Heads may, as needed, schedule any of their employees for training authorized by the departments, taking into consideration the employee's needs, the department's needs, and the needs of the task force.

All personnel assigned to ACET will remain the responsibility of the agency for which they are employed. Supervisors for the respective agencies will be in charge of their individual subordinates. Individual agents will also be placed under the supervision of the Project Director.

Should the need for any disciplinary action arise against any ACET officer, the disciplinary action imposed shall be the responsibility of the officer's employing agency.

Operations:

The ACET Drug Task Force shall generally operate Yampa Valley wide in the counties of Routt, and Moffat, in the State of Colorado and all municipalities therein.

Field direction and supervision of operations of the task force is assigned to the Project Director who is subject to the chain of command of his/her home agency. The task force shall operate under the policies and operating procedures as adopted by the Executive Board. Each participating officer, deputy, or agent shall also adhere to his/her home agency policies and procedures. The purpose of the task force policy is not to overrule the policies of participating agencies, but rather to develop operational consistency among members. Any conflicts between the task force policy and participating agency policy will be brought to the attention of the Executive Board and the Project Director.

Violations of either ACET policy or a member's departmental policy shall be brought to the attention of the Project Director who will notify the affected member's agency. Complaints or other potential adverse action against a member of the task force shall also be brought to the attention of the Project Director and the affected member's agency.

Investigative functions:

A. Evidence:

All evidence and property seized by ACET officers during their investigations shall be seized, identified, preserved, booked and stored in accordance with the procedures outlined in the ACET policies and procedures manual.

B. Informants:

All informants must be approved by the Project Director and appropriately documented in accordance with ACET's policies and procedures.

The Project Director will be responsible for monitoring payments made to an ACET informant. Task force agents must have prior approval of the Project Director before an informant payment is made. Payments will be documented in accordance with ACET's policy and procedure manual.

ACET informant files are confidential and access will be limited to the ACET officers who are working with the informant on a pending investigation, and the Project Director. The Project Director may allow other law enforcement personnel to view the ACET informant files if a need to know is demonstrated. It shall be the responsibility of the assigned task force agent to insure that the informant's file is maintained and updated in accordance with the ACET policy and procedure manual.

C. Confidential Funds:

Confidential funds are to be distributed by the Project Director, as named by the grant. No funds will be disbursed without the Project Director's approval. Should the Project Director be unavailable to disburse funds the requesting task force agent shall contact the Project Director by phone. Once contacted, the Project Director may authorize the dispersal of the confidential funds. The Project Director will then contact the Chief of Police of Craig, or his/her designee, and make the necessary arrangements for the agent to receive the confidential funds. The requesting task force agent shall complete all required confidential funds paperwork in a timely manner and submit them to the Project Director for review.

Confidential funds may be used for the purchase of services, the purchase of potential evidence, and the purchase of specific information. Confidential funds

should only be allocated when the particular merits of a program/investigation warrant the expenditure of these funds. Confidential funds are subject to prior approval by the Project Director. The Project Director will ensure that the controls over disbursement of confidential funds are adequate to safeguard against misuse of such funds.

Any expenditure of confidential funds over $5,000 requires the approval of the Executive Board. It shall be the responsibility of the Project Director to initiate all such requests to the Board.

The Project Director shall monitor all other fund expenditures on behalf of ACET. The Project Director will also be responsible for reporting the current financial status of grant funds to the Executive Board. The Project Director will be responsible for ensuring that all expenses follow both ACET policies as well as grant guidelines. TOOK OUT FINANCIAL ASSISTANT AND CHANGED IT TO PROJECT DIRECTOR.

Reports:

All ACET agencies agree to provide appropriate statistical reports in a timely manner for required Division of Criminal Justice grant reporting if in existence. Any necessary arrest data, seizure data, or other information will be forwarded to the Project Director.

ACET task force officers shall prepare all reports in a standard format as adopted by the task force.

Equipment:

Each agency will be responsible for the security and inventory of their assigned officer's ACET issued equipment. If an agency needs to borrow ACET equipment appropriate arrangements should be with the Project Director.

Upon dissolution of ACET, any items of investigative equipment, which have been purchased, using HIDTA grant funds, shall be returned to HIDTA per grant requirements. Equipment purchased using BYRNE/JAG grant funds shall be distributed in accordance with grant requirements.

Task force officers shall be responsible for maintaining their vehicle in accordance with the task force policies and procedures as well as their respective agencies policies and procedures.

The task force officer's parent agency shall accept financial responsibility for insurance and damages to any vehicle assigned to its employee through act or omission. The level of insurance placed on each vehicle shall be in compliance with the vehicle lease guidelines.

Forfeitures and Asset Seizures:

All assets seized and ordered forfeited as a result of the investigative activities of the ACET Drug Task Force shall be subject to the policy guidelines. It shall be the responsibility of the Project Director to monitor investigations and ensure that task force agents investigate all seizure prospects and complete seizure affidavits in a timely manner.

Liability:

None of the parties waive its rights under the Colorado Governmental Immunity Act.

Each party shall provide the other parties written evidence of general liability and police professional liability coverage or its equivalent in an amount not less than the maximum amount that may be received under the provisions of the Colorado Governmental Immunity Act against a public entity or public employee. The policy shall insure against claims for bodily injury, death, property damage, or personal injury that may arise through the performance of ACET's duties. The policies should also provide coverage for the costs of defending any claims that may arise from the performance of ACET's duties. Each agency providing a law enforcement investigator to ACET will be responsible maintaining their employee's vehicle liability coverage and will be responsible for damages incurred to the investigators assigned vehicle.

Any term, clause, part, or provision of this Memorandum held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado shall not affect the validity of the remaining portions or provisions. The rights and obligations of the parties shall be construed and enforced as if the memorandum did not contain the particular term, clause, part, or provision held to be invalid.

In its entirety, the Memorandum is subject to and shall be construed in accordance with the provisions of Colorado law.

The Memorandum shall be binding upon the successors and assigns of each of the parties. A Party may not assign any of its rights or obligations under the Memorandum without the prior written consent of all other members of the Executive Board.

Any notice required or permitted by this Memorandum shall be in writing delivered in person or sent by certified mail or registered mail, postage and fees prepaid. The certified mail or registered mail shall be addressed to the party to whom such notice is being given at the address set forth on the signature page. Such notice shall be deemed to have been given when deposited in the United States mail.

The parties enter into this Memorandum as separate, independent governmental entities and shall maintain such status throughout.

Termination of Participation:

Participation in the ACET Drug Task Force by a member agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the Project Director and Executive Board sixty (60) days prior to the termination of the participation in letter form. At the request of the terminating agency, the terminating agency shall be informed of assets accrued to the time of termination. Such assets shall be distributed to the terminated agency at such time that the assets are awarded to and subsequently liquidated by the ACET Drug Task Force.

No mutual agreement to terminate is needed and each party may, in and of itself, terminate the participation in the task force upon its own initiative in writing. When funds are not appropriated by the member agencies and other funding is unavailable for continued operations, this agreement shall be immediately terminated.

Disposition of Assets Upon Disbanding of the ACET Drug Task Force:

Assets accrued during the existence of the ACET Drug Task Force shall be distributed to member agencies upon the dissolution of the task force. Distribution of assets will be accomplished in accordance with the allocation formula in effect at the time of the acquisition of the assets.

General Provisions, Review, and Modifications:

This Intergovernmental Agreement shall remain in full force and effect for a period of twelve months, subject to automatic renewal upon like terms and conditions with any and all amendments and modifications to the Agreement. This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter contained herein whether oral or written. No modification, amendment, novation, renewal or other alteration of or to this Agreement shall be deemed valid or of any force of effect whatsoever, unless mutually agreed upon in writing by all parties hereto.

Signatories to this Agreement and Memorandum of Understanding shall include, in any event, executive representatives of the participating agencies, acting with the approval of their respective governing bodies.

This Agreement and Memorandum of Understanding shall enter into force from the date that it is signed by all participating agency representatives.

The signatories agree to periodically review the results and consequences of their cooperation and under this Agreement and Memorandum of Understanding, and when appropriate, consider the need for improvement in their cooperation, and make suitable proposals for modifying and updating the arrangements and scope of the Memorandum of Understanding.

Amendments to this Agreement and Memorandum of Understanding shall be implemented by a majority vote of the Executive Board. No amendments to this Agreement and Memorandum of Understanding shall enter into force until all members of the Executive Board have signed it, with the approval of their respective governing bodies, and any such amendment shall enter into force on the date that it has been so signed.

Signatures of Executive Board Members:

8/23/22

Mike Cochran — Date
Chief of Police
City of Craig

8/23/2022

KC Hume — Date
Sheriff
Moffat County Sheriff's Office

8/23/22

Sherry Burlingame — Date
Chief of Police
City of Steamboat Springs

Garrett Wiggins — Date
Sheriff
Routt County Sheriff's Office

Signatures of Advisory Board Members:

8/24/22

Matt Karzen — Date
District Attorney
14th Judicial District

8/24/2022

Greg Tuliszewski — Date
Chief of Police
Hayden Police Department