

# MESA COUNTY DUI TASK FORCE IGA

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 4<sup>TH</sup> day of MAY, 2009, by and among the **SHERIFF OF MESA COUNTY**, the **STATE OF COLORADO**, Department of Public Safety, Colorado State Patrol, the **TOWN OF GRAND JUNCTION**, a municipal corporation of the State of Colorado, the **TOWN OF FRUITA**, a municipal corporation of the State of Colorado, the **TOWN OF PALISADE**, a municipal corporation of the State of Colorado, the **DISTRICT ATTORNEY OF THE 21TH JUDICIAL DISTRICT**, all referred to jointly and severally as “AGENCY” or “AGENCIES”.

The problem of alcohol related driving offenses and crashes is an ongoing issue throughout the Mesa County area. Many law enforcement agencies take a multi-pronged approach toward the problem, including intensive enforcement such as saturation patrols and checkpoints, as well as education and media attention as a means of keeping the public’s attention focused and consistent. Sending a strong message on behalf of our communities is an important component of DUI reduction efforts.

The Mesa County DUI Task Force is a strategy involving multiple law enforcement and prosecution agencies as a means of highly visible enforcement and education to combat DUI related crashes and violations through the following steps.

- Promotion of a unified multi-agency effort toward apprehending DUI offenders throughout the Mesa County area.
- Participating jurisdictions will identify target locations subject to a high incidence of alcohol related motor vehicle crashes and driving violations.
- Task force saturation patrols will be scheduled as needed, and deployed to various jurisdictions based on participation and need.
- Partnering with local print, television and radio media to aggressively publish task force operations as a means of reducing DUI offenses through public education.
- Refine processes to develop greater efficiency and effectiveness.

## 1. INTERGOVERNMENTAL AGREEMENT:

This Intergovernmental Agreement (“Agreement” or “IGA”) is being executed by the below-listed agencies (“Agencies”) in connection with the Mesa County DUI Task Force. This Agreement formalizes the participation of the below listed Agencies in the Mesa County DUI Task Force which was established in July, 2007. The Agencies are authorized by the provisions of Article XIV, § 18, Colorado Constitution, and §§ 29-1-201, *et seq.*, C.R.S., to enter into contracts with other local governments for the performance of functions which each is authorized by law to perform on its own. It is understood and agreed that this Agreement would provide for the joint exercise by the Agencies of the functions or services provided herein, but would not establish a separate legal entity to do so, nor would it constitute any Agency as an agent of any other Agency for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Agencies toward the achievement of a common mutual goal.

This Agreement is entered into by the following Agencies, which are participating jurisdictions:

Mesa County Sheriff's Office

Colorado State Patrol

Town of Grand Junction, on behalf of the Grand Junction Police Department

Town of Fruita, on behalf of the Fruita Police Department

Town of Palisade, on behalf of the Palisade Police Department

District Attorney – 21<sup>th</sup> Judicial District

#### A. Purpose

The primary mission of Mesa County DUI Task Force (M.C.D.T.F.) will be to target and apprehend intoxicated drivers within participating jurisdictions of the Mesa County area. The M.C.D.T.F. will operate on a part time basis, periodically deploying on specific scheduled dates within participating jurisdictions of Agencies.

#### B. Board of Directors

A Board of Directors ("Board") will be established to oversee the operation of M.C.D.T.F. Membership on the Board will be awarded to the Agency administrator or his/her designee (management level) of the participating Agencies. A participating Agency is defined as one that provides personnel on an as-needed basis (part time) to conduct or facilitate DUI Task Force operations and prosecutions. The Board will establish procedures, policies and reporting requirements for the M.C.D.T.F. consistent with this Agreement and controlling law. The Board will meet as needed to review task force operations, address pending issues and assess Task Force effectiveness. A report detailing operations and performance will be established on an annual basis.

#### C. Supervision

Host Agencies will provide a supervisor/command officer to manage operations within their jurisdiction, and to ensure the completion of all necessary reports and statistics. Host Agencies will have final authority and overall management of operations with their jurisdiction, but assisting Agencies may assign supervisory/command officers to provide additional direction for their personnel consistent with host Agency instruction and Task Force rules and regulations.

#### D. Task Force Officers

Each Agency will assign one or more officers, deputies or troopers ("officers") on an as-needed basis (when possible) to periodic Task Force operations conducted within participating jurisdictions of Agencies. Assignments are for part time, scheduled operations. All such assigned officers shall be currently certified Colorado law enforcement officers employed full-time by the respective Agencies.

E. Scheduled Work Hours

M.C.D.T.F. work hours and dates of operation will be established on an as-needed basis with an emphasis on detecting and apprehending intoxicated drivers.

F. Equipment

Each Agency will provide its personnel with a patrol vehicle, authorized uniform and communications equipment. The Agencies may agree upon supplemental temporary insignia to be applied to marked units to designate them as participants in the M.C.D.T.F. to inform the public when operating outside of their normal Agency jurisdiction.

G. Pay/Overtime

Each participating Agency is responsible for regular pay and overtime costs incurred by its own officers related to operations and court/DMV appearances related to participation in this Agreement.

H. Agency Policy and Procedures

Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Agencies hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective Agencies 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 condition or requirement of employment. Each Agency shall be responsible for workers' compensation coverage for its own officers and employees. Each participating officer shall abide by his/her Agency's policies and procedures. Should a conflict in policy and procedures develop, it will be the responsibility of first line supervisors and command personnel from the affected Agencies to resolve the conflict consistent with the requirements of Subsection 1.L. of this Agreement.

Should there be an allegation of a violation of policy and procedures, a citizen complaint, or other potential adverse internal action against an officer employed by an Agency, it will be the responsibility of the Agency to handle the matter in accordance with established internal protocols. Nothing in this Agreement will prevent host Agencies from investigating allegations of criminal conduct reported to have occurred within their jurisdiction.

I. Task Force Policy and Procedures / General Program Guidelines

The Board will as needed approve and/or establish policies and procedures necessary and specific to M.C.D.T.F. operations. Topics may include but are not necessarily limited to the following:

1. Reporting
2. Communication
3. Deployment

4. Scheduling
5. Supervision and management
6. Evidentiary process
7. Booking
8. Identification of relevant conflicting policies and procedures related to pursuits

Such policies and procedures/general program guidelines (as needed) should be agreed upon and in place within the first (90) days of operation following execution of this Agreement. All such guidelines shall be consistent with this Agreement and with controlling law.

J. Use of Firearms

It is agreed that all officers participating in the M.C.D.T.F under this Agreement shall comply with their Agency guidelines concerning the use of firearms and use of force, including but not limited to firearms and other weapons and devices such as Tasers.

K. Use Agreement

The members of participating Agencies under this Agreement shall use their own Agency vehicles for the furtherance of the mission of M.D.T.F. operations, in compliance with their own existing Agency guidelines, policies and procedures.

L. General Program Guidelines

(1) Under C.R.S. § 29-5-103, Assignment of police officers or deputy sheriffs for temporary duty, the Mesa County DUI Task Force will use multiple Agency resources and personnel to conduct saturation patrols and enforcement within participating jurisdictions. Task Force officers will have all necessary authority to make arrests, issue citations and perform enforcement activities within host jurisdictions by virtue of mutual aid in accordance with CRS 29-5-103, within the scope of the duties and activities contemplated by this Agreement:

*The chief of police or person performing the functions thereof of any town, city, or city and county or the sheriff of any county may in his discretion, upon request of the chief of police or person exercising the functions thereof in any other town, city, or city and county or the sheriff of any other county, assign police officers or deputies under his control, together with any equipment he deems proper, to perform temporary duty within the jurisdiction of the requesting chief of police or sheriff and under the direction and command of such requesting chief of police or sheriff; but the chief of police or sheriff so assigning such officers or deputies may provide that such officers or deputies shall be under the immediate command of a superior officer designated by such assigning chief of police or sheriff, which superior officer shall be under the direct supervision and command of the requesting chief of police or sheriff. Nothing contained in sections 29-5-103 to 29-5-110 shall be construed to limit the power of any town, city, or city and county to prohibit or limit by ordinance the exercise by a chief of police or sheriff of the discretion granted in sections 29-5-103 to 29-5-110.*

(2) Under Colorado Revised Statute 24-33.5-212. Powers and duties of officers, the Mesa County DUI Task Force will be assisted by Colorado State Patrol resources and personnel to conduct saturation patrols and enforcement within participating jurisdictions. Colorado State Patrol officers will have all necessary authority to make arrests, issue citations and perform enforcement activities within host jurisdictions, within the scope of the duties and activities contemplated by this Agreement, by virtue of mutual aid in accordance with 24-33.5-212 (3).

**24-33.5-212. Powers and duties of officers.**

*(3) The chief and all the officers appointed under the provisions of this part 2, subject to the exceptions stated in this subsection (3), shall not be used at any time, nor under any circumstances, by any authority of the state in any manner in the enforcement of any law other than that specifically provided in this part 2 or as may be otherwise specifically provided in any other law of this state; except that they are empowered to assist or aid any sheriff or other peace officer in the performance of his duties upon his request or the request of other local officials having jurisdiction, and, on such occasions while so acting, they have the powers of any sheriff or other peace officer. Furthermore, they shall not be deputized as deputy sheriffs or as other peace officers by any local or state authority, nor shall they be permitted to serve or act on strike duty, lockouts, or other labor disputes.*

(3) Host Agency chief executives or authorized designees will request assistance from other participating Agencies. Host Agencies will provide a contact name and number for the coordination of scheduled operations, as well as a supervisor/command officer to manage the event.

(4) Operations will be planned on designated dates, (the Task Force will not operate full time). Participating Agencies will rotate responsibility for serving as the host jurisdiction Agency. Some operations may include multiple jurisdictions. The safety of participating officers is a priority at all times.

(5) Host jurisdiction Agencies will manage operations and provide direction and support for all assisting Agencies.

(6) All participating law enforcement personnel will comply with policies and procedures unique to their own Agency.

(7) Host Agencies will complete operation plans specific to their jurisdiction and ensure necessary internal notifications are made prior to the start of operations.

(8) Each Agency will manage the reporting and processing of criminal charges and investigations not specifically related to DUI/DUID. Examples include but are not limited to assaults against officers, possession of controlled substances, etc.

(9) Task Force officer members under this Agreement will be in full uniform.

(10) Task Force patrol officer members will operate marked or unmarked law enforcement vehicles.

(11) Briefings will occur before operations begin, with protocols, communication, and procedures discussed and understood by all Task Force officer members.

(12) Host Agencies will ensure an appropriate level of media coverage for each event, or may request assistance from other Agencies as needed to accomplish this task.

(13) Participating Agencies will complete and submit reports specific to the M.C.D.T.F.

(14) Task Force statistics from each operation will be forwarded to all participating Agencies.

2. **COORDINATION AND LIAISON:** Each Agency agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the other Agencies through each party's Administrative Officer or respective designee (the "Liaison").

3. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made as set out in Exhibit A, attached and incorporated. This Exhibit A may be modified or amended from time to time.

4. **TERM OF AGREEMENT:** The term of the Agreement shall commence on July 1, 2008 and terminate on December 31, 2009, provided that the Agreement may be extended for successive one (1) year terms upon agreement of the Agencies, appropriation of sufficient funds by the Agencies and execution of appropriate amendatory agreements by the Agencies.

5. **MUTUAL BENEFITS TO PARTIES; CONSIDERATION:** Consideration for this Agreement shall be non-monetary and shall consist of cost savings, enhanced operational efficiency and other mutual benefits to the parties and enhanced public safety and improved law enforcement activity in the Mesa County area through the cooperative efforts of the Agencies under this Agreement.

It is understood and agreed that any payment obligation of any of the Agencies hereunder, whether direct or contingent, and for any claimed purpose whatsoever, shall extend only to funds appropriated by the governing body of such Agency, encumbered for the purpose of the Agreement and paid into the treasury of the Agency. Each Agency acknowledges that (i) no Agency by this Agreement irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any Agency.

6. **STATUS OF AGENCIES:** It is understood and agreed by and among the Agencies that the status of each Agency shall be that of an independent contractor and it is not intended, nor shall it be construed, that any Agency or any officer, employee, or agent of such Agency is an officer, employee, loaned employee or agent of any other Agency for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever.

7. **TERMINATION OF AGREEMENT:** Any Agency may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice to the other Agencies and by delivering a written notice to the Board. Additional Agencies desiring to initiate participation in the M.C.D.T.F. through this Agreement may do so with approval of the Board and through the Agency head's signature and acceptance of this Agreement, as amended.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance by one Agency hereunder constitute or be construed to be a waiver by that Agency of any breach of term, covenant, or condition or any default which may then exist on the part of any other Agency, and the rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching Agency with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

9. **EXAMINATION OF RECORDS:** Each Agency agrees that any duly authorized representative of any other Agency, including the auditor or other financial representative of such Agency, shall, until the expiration of three (3) years after the final termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, records and data of any Agency, involving transactions related to this Agreement.

10. **GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law and any applicable federal law.

11. **ASSIGNMENT AND SUBCONTRACTING:** None of the Agencies is obligated or liable under this Agreement to any party other than the other Agencies to the Agreement. Each Agency understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the other Agencies, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Agencies and such assignee or subcontractor, and each Agency herein named shall remain fully responsible to the other Agencies according to the terms of this Agreement.

12. **INSURANCE:** Each Agency may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this Agreement.

13. **LIABILITY OF AGENCIES:** Each Agency shall be responsible for the actions and omissions of its own respective officers, employees and agents to the extent provided by law, including but not limited to the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* No Agency, by reason of this Agreement, is authorized or obligated to defend or indemnify any other Agency or any other person or entity. It is expressly agreed that the provisions of C.R.S. §29-5-108 shall not apply to activities performed under this Agreement.

14. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies that are parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public or victims of DUI activity. It is the express intention of the Agencies that any person or entity, other than the Agencies who are parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **CONFIDENTIAL INFORMATION; OPEN RECORDS:** No Agency shall at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to persons dealt with under this Agreement and other privileged or confidential information. The Agencies shall comply with all applicable state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, the federal Freedom of Information Act (FOIA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such records or data may be in hardcopy, printed, digital or electronic format.

16. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

17. **SEVERABILITY:** It is understood and agreed by the Agencies hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Agencies shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the Agencies as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the Agencies. No oral representation by any officer or employee of any Agency at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind the Agency. Amendments to this Agreement will become effective when approved by all Agencies and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the Agencies, their successors and assigns.



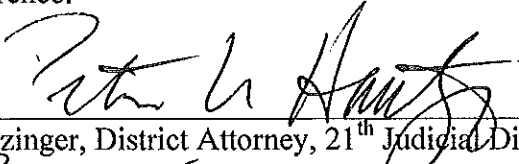
19. **LEGAL AUTHORITY:**

A. Each Agency assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of each Agency, do hereby warrant and guarantee that he/she or they have been fully authorized by the Agency to execute this Agreement on behalf of the Agency and to validly and legally bind the Agency to all the terms, performances and provisions herein set forth.

C. Each Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either any other Agency or the person signing the Agreement on behalf of such Agency to enter into this Agreement.


In concurrence:

  
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Pete Hautzinger, District Attorney, 21<sup>th</sup> Judicial District

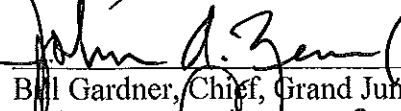
5/4/07  
Date

  
\_\_\_\_\_  
Stan Hilkey, Sheriff, Mesa County

5/4/07  
Date

  
\_\_\_\_\_  
Barry Bratt, Major District 4, Colorado State Patrol

07-15-2009  
Date

  
\_\_\_\_\_  
John D. Ziem (ACTING FOR BILL GARDNER)  
Bill Gardner, Chief, Grand Junction Police Department

5-4-09  
Date

  
\_\_\_\_\_  
Mark Angelo, Chief, Fruita Police Department

5/4/09  
Date

  
\_\_\_\_\_  
Carroll Quarles, Chief, Palisade Police Department

5/13/09  
Date