

NORTHGLENN POLICE DEPARTMENT

COUNCIL MEMORANDUM #2010-06

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WWS*
Russell L. Van Houten, Chief of Police *RVH*

DATE: March 25, 2010

SUBJECT: CR-60, Internet Crimes Against Children Task Force Intergovernmental Agreement

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to sign on behalf of the City an Intergovernmental Agreement (“IGA”) between the City of Northglenn and the City of Colorado Springs (the “host agency”). The “IGA” formalizes the Northglenn Police Department’s membership in the state-wide **Internet Crimes Against Children Task Force**.

BACKGROUND:

In 2003 a number of law enforcement agencies in Colorado began exploring how best to collaborate on investigations of Internet Crimes Against Children (“ICAC”) and related offenses. In June 2008 an “IGA” was drawn up and a number of local, county, state and federal law enforcement agencies “officially” signed on. The Northglenn Police Department has been participating in the Task Force but the City has not previously signed the “IGA.” The partnership and the “IGA” are ongoing.

The purpose of the “ICAC” Task Force is to share criminal intelligence, coordinate investigations and arrests, coordinate and share training, provide public education and share highly technical equipment.

Many of the offenders do not live in the location where the victim resides. Some do not even live in this country. Investigations need outside agency assistance almost universally.

As a multi-agency organization the “ICAC” Task Force has previously and is currently applying for grants to assist with training, computer equipment and investigations support. As a member of the “ICAC” Task Force the Northglenn Police Department and Northglenn victims and residents will benefit from a portion of any grant funds received.

The City Attorney has approved this IGA as to form.

BUDGET IMPLICATIONS:

There is no specified financial cost to the City. The police department already investigates the aforementioned crimes and the costs are part of our normal and on-going investigations expenses.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Chief Russ Van Houten at (303-450-8864) or by e-mail at rvanhouten@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-60
Series of 2010

Series of 2010

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE CITY OF NORTHGLENN FOR THE PURPOSE OF JOINING THE INTERNET CRIMES AGAINST CHILDREN REGIONAL TASK FORCE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Colorado Springs and the City of Northglenn for the purpose of joining the Internet Crimes Against Children (ICAC) Regional Task Force, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE INTERNET CRIMES AGAINST
CHILDREN REGIONAL TASK FORCE

This Intergovernmental Agreement dated for reference this 31st day of May 2008, is made by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city ("City") and the member Party or Parties as indicated by signature hereto.

The Parties Agree as follows:

SECTION 1 - AUTHORITY:

This Agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 Colorado Revised Statutes, Title IV of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended, and a Cooperative Agreement between the City and the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

SECTION 2 - PURPOSE:

The purpose of this Agreement is to provide a task force to combat internet crimes against children. Task force members may be municipal, county, or federal agencies.

SECTION 3 - AGREEMENT TERM:

The term of this Agreement shall commence at 11:59 pm on the 31st day of May 2008, and shall continue until terminated per the provisions of this Agreement.

SECTION 4 - EXPENDITURES:

Expenditures and Fees of Each Party Deemed Expenditures of That Party: The parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

SECTION 5 - THE TASK FORCE:

5.1. The Task Force:

a). The Colorado Internet Crimes Against Children Regional Task Force is hereby created. Each Party to this Agreement shall be a member of the Task Force. The Parties agree that the City shall be the lead agency through the Colorado Springs Police Department (CSPD).

b). Additional federal, municipal, and county agencies may become Parties to this Agreement with the consent of the CSPD chief. New members shall obtain approval of this Agreement by their governing body in accord with Section 29-1-203 C.R.S. or, if federal, in accord with federal regulation. Upon approval, a signature sheet shall be attached and added to this Agreement, signifying membership, and the City shall notify all Parties of the new Party membership.

5.2. The mission of the Task Force shall be to:

- a) Share intelligence gathered by the Parties relating to internet crimes committed against children;
- b) Make inter-jurisdictional arrests of suspects;
- c) conduct training;
- d) provide public education on internet safety and preventive measures;
- e) conduct joint open and undercover investigations pertaining to internet crimes against children.

5.3. Meetings: Meetings of the Task Force shall be scheduled by the City, which will provide adequate notice for time, date, and location. Each Party will send a Designated Representative to attend meetings. Each Party shall ensure that it is represented at least two meetings per year. The purpose of the meetings shall be to share information, coordinate investigations and facilitate accomplishing the Task Force's mission. Each Party shall cooperate with the City to provide information needed for City reports to the U.S. Department of Justice.

5.4. Operations - The Parties may share investigative information on a daily basis in accord with Colorado Law. Peace officers from the Parties may engage in corporative investigations, both open and undercover, involving each other's jurisdictions, with the consent of the chief peace officers of jurisdictions involved. However, when physically operating in a jurisdiction other than the officer's own jurisdiction, an officer shall be accompanied by an officer of the jurisdiction in which the investigative activities are occurring. For purposes of this Agreement, "accompanied" in the physical presence of for purposes of open investigations, and shall mean an officer within supporting distance of the investigating officer and actively participating in the investigation activity for undercover operations. In the event that a raid or arrest is carried out by Task Force officers, the lead officer and arresting officer shall be an officer of the jurisdiction in which the raid or arrest takes place; the officers of other jurisdictions may assist.

5.5. Funding: Federal funding is not required for participation in this Agreement. However, the City has received Office of Juvenile Justice and Delinquency Prevention (OJJDP) funds from the federal government. The City may continue to apply for this funding. The City may, at its sole determination, make sub-grants of these federal funds to various Task Force members. In doing so, the City shall determine what equipment and cash payments will be provided to a member, and the use of that cash or equipment. The City shall provide the grants and or cash by an annual letter. No further action or Agreement will be required by the governing body of the City or the receiving party to effectuate the grant transfer. The City shall retain ownership of the equipment, with the beneficial use being held

by the Party. In the event the using party withdraws from this Agreement or ceases, in the City's sole opinion, to actively participate in the Agreement, then the equipment provided under this provision or acquired with cash provided under this provision shall be returned to the City within thirty (30) days of written demand by the City, unless the City otherwise elects to transfer ownership of the equipment to the using party by written notice. All letters providing grants of equipment or cash, and all letters transferring ownership of equipment to Parties, shall be attached to this Agreement as sequentially numbered Attachments.

5.6. Equipment: Upon termination of this Agreement, all vehicles and other personal property equipment procured by any Party pursuant to sub-grant funding by the City pursuant to this Agreement shall be and remain the property of the City unless the City otherwise directs in writing.

SECTION 6 - GENERAL TERMS AND CONDITIONS:

6.1. Assignment: A Party shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the City.

6.2. Law: This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.

6.3. Appropriation and Availability of Funds:

a). Appropriation and availability of funds - The City In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the Colorado Springs City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to the other Parties.

b). Appropriation and availability of funds - Colorado governmental entities: In accord with the Colorado Constitution, Article X, Section 20, performance of each Party's obligations under this Agreement are expressly subject to appropriation of funds by the Party's governing body. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the Party's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional Article X spending limitations, then the Party may terminate its participation in this Agreement without compensation to the other Parties.

c). Appropriation and availability of funds - federal agencies: The performance of a federal agency's obligations under this Agreement is expressly subject to appropriation and availability of funds for that purpose.

6.4. Intellectual Property Rights: The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement are and shall be the property of the City, and that the City owns, has, and possesses any and all ownership rights and interests to any intellectual property made or produced under or pursuant to this Intergovernmental Agreement, including any and all copyright, trademark, or patent rights, and that compensation to a Party for Agreement and acknowledgement of this INTELLECTUAL PROPERTY RIGHT section of this Intergovernmental Agreement is included in the Consideration rendered to the Parties by the City in agreeing to this Intergovernmental Agreement. It is the intent of the Parties that the City shall have full ownership and control of the products produced pursuant to this Intergovernmental Agreement, and each Party specifically waives and assigns to the City all rights which the Party may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement is deemed by a court of competent jurisdiction not to be transferred to or owned by the City, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the Parties of any and all copyrights, trademark rights, or patent rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, including all rights in perpetuity. Under this irrevocable assignment, each Party hereby assigns to the City the sole and exclusive right, title, and interest in and to the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the products, items writings, designs, models, examples, or other work product in any and all countries. It is each Party's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, each Party agrees to execute and deliver all necessary documents requested by the City in connection therewith, and hereby grants to the City all rights to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by each Party; further, the parties expressly agree that the provisions of this INTELLECTUAL PROPERTY RIGHTS section shall be binding upon the parties and their, successors, and assigns.

6.5. Termination: The City may terminate this Intergovernmental Agreement for convenience upon thirty days prior written notice to the Parties, without compensation to the Parties. Any Party may terminate its participation this Agreement for convenience upon thirty days prior written notice to the City and re-payment to the City of all unexpended funds provided to the Party under this Agreement.

6.6. Local Concern: The parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

6.7. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

6.8. Nonwaiver of Rights: No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by any Party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by that Party.

6.9. Force Majeure: In the event of either party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, then on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, and floods.

6.10. Headings: The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

6.11. Integration: This is a completely integrated Agreement and contains the entire Agreement between the parties. Any prior written or oral Agreements or representations regarding this Agreement shall be of no effect and shall not be binding on any Party or the City. Further, each Party and the City acknowledge and agree that this is a negotiated text Agreement, and that as such no term shall be construed against the City as the author thereof.

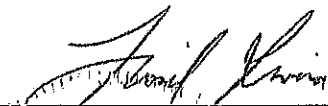
6.12. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

6.13. Waiver: The provision of services under this Agreement is for the benefit of the member Parties. Accordingly, Each Party does hereby waive, remise, and release any claim, right, or cause of action it may have, or which may accrue in the future, against the City arising in whole or in part from this Agreement.

6.14. Compensation: Except as otherwise stated in this Agreement, no Party to this Agreement shall be required to pay any compensation to another Party or another Party's personnel for any services rendered hereunder. Nothing in this agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

6.15. This Agreement has been approved by the Parties in accord with Section 29-1-203 C.R.S. by a Colorado Springs City Council Resolution, and appropriate governing body resolution of each Party as provided under Section 29-1-203 C.R.S., or federal authorization, to be attached for reference hereto as Exhibits A, which resolutions authorize the signatures below.

FOR THE CITY OF COLORADO SPRINGS:

By:  this 12th day of June, 2008
Lionel Rivera
Mayor


Attest: 
City Clerk

Exhibit A

Authorizing Membership Documents

ATTACHMENTS:

Number

Letter

Date

Receiving Agency

INTERGOVERNMENTAL AGREEMENT FOR THE INTERNET CRIMES AGAINST
CHILDREN REGIONAL TASK FORCE
SIGNATURE PAGE

For: _____
(Printed Name of Organization)

By: _____ this _____ day of _____ 20____
(Signature)

(Printed Name, Title)

(Seal)