


NORTHGLENN POLICE DEPARTMENT

CITY COUNCIL MEMORANDUM #07-01

May 7, 2007

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: A. J. Krieger, City Manager
Russell L. Van Houten, Chief of Police  RVH

SUBJECT: CR-33, North Metro Task Force (NMTF) Inter-Governmental Agreement

RECOMMENDATION:

Attached to this memorandum is a proposed IGA for the North Metro Task force, which, if approved, would make the Task Force a separate legal entity. Staff recommends approval of this IGA.

BACKGROUND:

Since the Task Force's inception it has operated under an IGA approved by the governmental bodies of Adams County, Brighton, Broomfield, Commerce City, Federal Heights, Northglenn, Thornton and Westminster. Under earlier agreements, each entity insured its own employees through its own insurance carrier. The County is not a member of CIRSA. This has created some difficulty during a variety of litigation situations over the years. In 2006, the Board of Governors of the Task Force met to attempt to more fairly and equitably address future litigation liability. Representatives for all participating agencies, their City Attorneys and CIRSA met several times and the attached IGA is the result.

The proposed IGA has already been ratified by all Task Force members except the Adams County Commissioners and the Northglenn City Council. The new IGA makes the North Metro Task Force a separate legal entity. Since Adams county is a member of the Task Force its officers are eligible for CIRSA coverage. The intention is to allow potential litigants to name the Task Force and not the individual members. Secondly, the IGA sets forth a formula for sharing of any potential financial obligations which may arise from such a situation.

The IGA provides for a decision-making process both in the settlement of litigation and in other official actions of the Board that is weighted based on population, but is a decision of the separate entity known as the Task Force as opposed to a decision of the individual members. Also, when litigation is brought against the Task Force, there is now a much better legal basis for the individual entities that are parties to the IGA that may be named as separate departments to be dismissed from the litigation.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this proposed change to the NMTF operating agreement.

BUDGET IMPLICATIONS:

There may be a slight reduction in CIRSA rates for the City as our two police officers on the Task Force will be covered under the Task Force's CIRSA coverage, however the cost to NMTF is partially paid by assessments to each member agency so it may be, at worst, cost neutral. The Task Force also is funded in part by federal and state grants and asset forfeitures.

STAFF REFERENCE:

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

SPONSORED BY: COUNCIL MEMBERS GARNER & MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-33
Series of 2007

Series of 2007

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, THE CITY AND COUNTY OF BROOMFIELD, AND THE CITIES OF BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON AND WESTMINSTER TO ESTABLISH THE NORTH METRO TASK FORCE AS A SEPARATE LEGAL ENTITY

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

Section 1. The Intergovernmental Agreement between Adams County, the City and County of Broomfield, and the Cities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton and Westminster to establish the North Metro Task Force as a separate legal entity, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**AGREEMENT AMONG ADAMS COUNTY, CITY AND COUNTY OF
BROOMFIELD, AND THE MUNICIPALITIES OF BRIGHTON, COMMERCE
CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, AND
WESTMINSTER TO ESTABLISH THE NORTH METRO TASK FORCE AS A
LEGAL ENTITY**

THIS AGREEMENT, is made and entered into among ADAMS COUNTY, CITY AND COUNTY OF BROOMFIELD, AND THE MUNICIPALITIES OF BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, AND WESTMINSTER hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, intergovernmental agreements to provide for the joint exercise of functions or services, the sharing of cost of such services or functions, and the creation of a separate legal and public entity by political subdivisions of the State of Colorado for those purposes, are specifically authorized by § 29-1-203 C.R.S. and the Colorado Constitution, Article XIV, Section 18(2); and,

WHEREAS, the Parties hereto are each authorized to lawfully provide, establish, maintain and operate law enforcement and other emergency services; and,

WHEREAS, the Parties have concluded that the Parties confront many of the same challenges and share the same objectives in connection with the identification, investigation and prosecution of individuals and groups involved in illegal trafficking of drugs and other criminal enterprises; and

WHEREAS, the illegal trafficking of drugs and other criminal enterprises crosses jurisdictional boundaries and a single Party's scarce resources in pursuing these illegal enterprises may limit the response; and

WHEREAS, the Parties have concluded that the creation of a separate entity for the administration and operation of a combined entity will enable the Parties to respond in a more coordinated, effective manner; and

WHEREAS, the Parties desire to create a separate entity, known as the North Metro Task Force; and

WHEREAS, the Parties previously entered into a Mutual Aid Agreement to establish the North Metro Task Force, dated November 14, 1991 ("Previous Mutual Aid Agreement"), and adopted four amendments thereto, and this Agreement is intended to supersede and replace said Previous Mutual Aid Agreement and all amendments thereto, which shall no longer have any force or effect.

NOW THEREFORE, IT IS MUTUALLY AGREED by and among each of the Parties as follows:

1.0 ESTABLISHMENT OF TASK FORCE. The Parties hereby establish a separate legal and public entity to be known as the "North Metro Task Force," hereinafter referred to as the "Task Force", as authorized by § 29-1-203(4) C.R.S. and the Colorado Constitution, Article XIV, Section 18(2). The purpose of this Agreement is to create a separate entity for the administration and operation of the combined personnel, resources and equipment of the Parties in connection with the identification, investigation, and prosecution of individuals and groups involved in the trafficking of illegal drugs and other criminal enterprises.

2.0 POWER OF THE TASK FORCE. The Task Force shall exercise the powers and functions provided for herein. The Task Force shall be the named owner of any interest in property currently owned by the North Metro Task Force as established by the Previous Mutual Aid Agreement. It is the intent of the Parties hereto to create an entity in perpetuity, subject to the termination as provided by law or as provided herein if all Parties withdraw, which will administer and use funds seized by or granted to the Task Force as further set forth herein. The Task Force shall have the power to sue and to be sued, to enter into contracts, and to carry out such other activities as are necessarily implied or required to carry out the purposes of this Agreement or the specific powers enumerated herein.

2.1 It is understood and agreed that each Party shall maintain that level of personnel and equipment necessary to meet its obligations under this Agreement.

2.2 Mutual aid response by any Party beyond the jurisdiction of the responding Party is hereby deemed to be approved by the respective executive and legislative governing bodies of the Parties and the Chiefs of Police or Sheriff of same, and such response shall require no further approval by responsible officials of any Party unless this Agreement is later modified by amendment.

3.0 GOVERNING BOARD. A Governing Board is hereby created to establish bylaws, policy, approve procedures and oversee operational and administrative matters of concern to the Task Force, referred to as the "Governing Board". The Governing Board shall include each Chief of Police of the Parties to this Agreement and the Sheriff of Adams County.

3.1 Voting. Any official action by the Governing Board shall require a majority vote, except where a 2/3 weighted vote is required under the provisions of this Agreement. Where reference is made to a 2/3 weighted vote, such vote shall be a weighted vote based upon each Party's population as a percentage of the total population for all the Parties. For 2007, the percentage breakdown for such weighted vote shall be as set forth in the attached Exhibit A, incorporated

herein by this reference. For future years, Exhibit A shall be revised based upon each Party's updated population.

3.2 Bylaws. The Task Force shall have the authority to adopt bylaws governing the conduct of the Task Force, its meetings, and communications, and interaction among the Parties. Where such bylaws are not adopted or are incomplete, Robert's Rules of Order shall be used to conduct Task Force meetings.

3.3 Officers. The officers of the Task Force shall include a president, a vice president, and a secretary, each of whom shall be elected at the annual meeting of the Task Force in odd numbered years except as provided herein. New officers shall take office at the adjournment of the annual meeting at which they are elected. The Governing Board may elect an assistant secretary, in its discretion.

3.3.1 President. The president shall preside at all meetings of the Task Force and shall perform all duties incident to the office of president, and such other duties as may be prescribed by the Task Force.

3.3.2 Vice President. The vice president shall act as president in the absence of the president.

3.3.3 Secretary. The secretary shall be responsible for keeping a record of all of the proceedings of the Task Force, preparing and circulating minutes and agendas, facilitating communications, and arranging and giving notice of the meetings.

4.0 HOST AGENCY. The Governing Board shall select one of the Parties to be the Host Agency for the Task Force for a period of three (3) years, referred to as the "Host Agency". The Task Force Commander will be from the Host Agency. The Host Agency Commander shall be responsible for the administration of the Task Force program and supply support for the Task Force in all areas, including, but not limited to, Finance, Budget Administration, Information Technology and Facility Management. The Host Agency Finance Director or equivalent shall be the Treasurer for the Task Force. The Host Agency shall manage all assets that may be owned by the Task Force as per the Host Agency's inventory management procedures and the Task Force monies as set forth in the bylaws, policies and procedures.

5.0 TASK FORCE MEMBERS. The Governing Board shall adopt policies and procedures concerning the selection and termination of Task Force Member police officers, equipment, training, evidence policies, forms to be utilized to record investigative and administrative activities, and personnel standards for officers who are assigned to the Task Force; the management of Task Force assets, Forfeiture Fund, the budget, and litigation.

6.0 LIABILITY AND INSURANCE. Liability for any act or omission as a result of conduct (except willful or wanton conduct) by a member of the Task Force, while acting in that capacity, shall be the responsibility of the Task Force. Responsibility for coverage of any member of the Task Force under the provisions of the "Worker's Compensation Act of Colorado" shall be that of the Party assigning such member, and not the Task Force. The Task Force shall require each Party that assigns personnel to act as a member of the Task Force to provide written documentation, to the Task Force, that each member has "worker's compensation" insurance prior to becoming a member of the Task Force.

6.1 The Task Force shall purchase and have in effect a policy or policies of general liability, auto liability, and law enforcement liability insurance covering personal injury and property damage resulting from the acts or omissions of the Task Force or members of the Task Force, while acting in their official capacity. Each Party shall be included as an Additional Insured on said policies of the Task Force. The Task Force shall also maintain property coverage for any real and personal property and vehicles owned or leased by the Task Force.

6.2 Recommendations by the Governing Board to the Task Force's insurance provider with regard to the settlement of any lawsuit shall require a 2/3 weighted vote of the Governing Board.

6.3 All financial obligations resulting from such litigation or threatened litigation (including, but not limited to, costs of representation, litigation, settlement and/or judgment) will be borne by the Task Force, subject to the Task Force's appropriation of funds for these purposes.

7.0 BUDGET.

7.1 Prior to the beginning of each fiscal year, the Host Agency shall prepare a recommended annual budget for the next fiscal year and submit said budget to the Governing Board for its review and approval. Said recommended budget shall be submitted by August 1st of each year that this Agreement is in effect.

7.2 The fiscal year of the Task Force shall begin on the first day of October and end on the last day of September of each year.

7.3 The Task Force agrees that the various monies paid by the Parties hereto, and any monies generated by the Task Force itself, shall be placed into a designated fund and any expenses incurred by reason of operations of the Task Force shall be paid from said funds. All monies belonging to the Task Force or designated for use by the Task Force shall be deposited in the name and to the credit of the Task Force with such depositories as the Governing Board shall from time to time designate.

7.4 The Task Force agrees no disbursements shall be made from funds of the Task Force until an invoice for services or commodities actually rendered or delivered has been first submitted and approved for payment by the Commander in writing.

7.5 The Task Force agrees that the cash collection, cash disbursement and purchasing policies of the Host Agency will apply to the Task Force for all financial transactions and activities.

7.6 The Task Force shall not borrow money nor shall it approve any claims or incur any obligation for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Task Force, with which to pay the same.

7.7 The Task Force may establish a General Fund and each Party shall contribute an annual amount to the General Fund as such annual amount is determined by a 2/3 weighted vote of the Governing Board. Each Party's annual contribution is subject to the appropriation of funds for this purpose by each Party's governing body. Each Party shall contribute the appropriate amount by the end of the first quarter of each calendar year for which this Agreement is in effect.

7.8 Each Party shall at all times, be responsible for its own costs incurred in the performance by its employees of Task Force duties under this Agreement, including but not limited to all time and material costs, salary and overtime compensation in excess of grant funded overtime, benefits, and fuel, which shall be in kind contributions by each Party and shall not be Task Force costs, unless otherwise agreed upon in the annual budget as approved by the Governing Board.

7.9 The Task Force may establish a Forfeiture Fund.

7.9.1 The net forfeitures resulting from seizures of money, personal and real property resulting from Task Force operations shall be placed in the Forfeiture Fund, with such funds being used to supplement Task Force operations as approved by the Governing Board.

7.9.2 The Governing Board will establish a formula for the equitable distribution of remaining excess forfeiture funds based upon the relative participation of each Party.

7.9.3 Task Force Forfeiture Funds will be audited on a quarterly basis. The results of the audit will be presented to the Governing Board for review.

7.9.4 Governing Board members at their discretion and individual agency expense may elect to conduct an independent audit of the forfeiture funds.

7.9.5 No Forfeiture Funds will be transferred to the Task Force for operational expenditures without written authorization of the Governing Board.

7.10 The Task Force may establish a Grant Fund. The net grants received from federal and state governments shall be placed in the Grant Fund and expended for purposes consistent with such grants, and in accordance with all applicable policies and regulations associated with such grants.

8.0 BOOKS AND RECORDS. The Task Force shall maintain adequate and correct accounts of their funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the Parties hereto, their attorneys, or their agents. The Task Force shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado. The Task Force shall tender a copy of said audit to each of the respective Parties. If applicable, the Task Force shall also cause to be conducted an audit as required by OMB Circular A-133 for compliance related to receipt of federal awards.

9.0 REPORTS. Within sixty (60) days after the end of each fiscal year, the Task Force shall prepare and present to the Governing Board an annual report of the Task Force's activities and finances during the preceding year. The Task Force shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state, or local officials to whom such report is required to be made in the course and operation of the Task Force.

10.0 DEFAULT IN PERFORMANCE. In the event any Party fails to pay its share of its annual contribution pursuant to Section 7.7 herein, or to perform any of its covenants under this Agreement, the Task Force shall cause written notice of the Task Force's intent to terminate said Agreement as to such Party in default with such notice to be given to that Party's governing body. Upon failure to cure said default within thirty (30) days, membership in the Task Force of the defaulting Party shall be terminated and said Party shall thereafter have no voting rights as a member of the Task Force at any meetings thereof, nor be entitled to representation on the Task Force.

10.1 Any Party who is terminated under the provisions of this Section of the Agreement shall forfeit all rights, title, and interest in and to any property of the Task Force to which it may otherwise be entitled upon the dissolution of this Agreement. This article is not intended to limit the right of any Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

11.0 TERMINATION OF AGREEMENT. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the Parties listed herein, and the Parties entering into this Agreement shall have the option to continue this Agreement, subject to amendments, or until sooner terminated by a 2/3 weighted vote of the Governing Board. This Agreement, or any Party's participation in this

Agreement, may be terminated by written notice from the Party or Parties to the Task Force at least one hundred eighty (180) days prior to January 1st of any given year, or terminated by a 2/3 weighted vote of the Governing Board.

11.1 Upon the termination of this Agreement in accordance with this Section 11.0, the Task Force shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement. In the event the Task Force is so terminated, any remaining assets after the obligations of the Task Force are paid will be divided amongst the Parties on a prorated basis according to their percentage of population compared to the total population of all the Parties. For 2007, the percentage breakdown for such prorated basis is as set forth in the attached Exhibit A.

11.2 In the event that any Party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with this section, such Party shall be obligated to pay all liabilities incurred by the terminating Party under this Agreement through the date of such termination, and the Task Force shall have the authority to keep all such property, equipment, and monies required or held pursuant to this Agreement as payment for such obligations.

12.0 GOVERNMENTAL IMMUNITY. It is the intent of the Parties to create by this Agreement a separate legal and public entity covered by the provisions of the Colorado Governmental Immunity Act and other laws governing the liability of public entities. Neither the Task Force nor any of the Parties waive, by this Agreement, any of the rights or provision under said law.

13.0 ADDITIONAL PARTIES. Municipalities situated partly or wholly within Adams County who wish to join this Agreement may do so by Amendment to this Agreement approved by each of the Parties to this Agreement.

14.0 SEVERABILITY. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction 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 Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.0 APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado and in accordance with the provisions of all applicable local law of the Parties' various jurisdictions.

16.0 NO THIRD PARTY BENEFICIARIES. 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

named Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any including but not limited to, any claim or right of a police officer to participate in the Task Force.

17.0 ASSIGNMENT. This Agreement shall not be assigned.

18.0 NOTICE. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

19.0 ADDITIONAL DOCUMENTS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

20.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement. All assets of the Task Force shall be at all times dedicated to the exclusive benefit of the Parties.

21.0 INDEPENDENT PARTIES. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

22.0 ENTIRE AGREEMENT. This Agreement embodies the entire Agreement of the Parties with regard to the subject matter of this Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all Parties.

23.0 EXECUTION. This Agreement shall be executed by Parties with separate signature pages.

IN WITNESS WHEREOF the Parties hereto have caused their names to be affixed as set forth below.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair

Date

Address:

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

CITY OF BRIGHTON, COLORADO

Mayor Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Brighton City Attorney

CITY AND COUNTY OF BROOMFIELD

Mayor

Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City & County of Broomfield Attorney

CITY OF COMMERCE CITY, COLORADO

Mayor Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Commerce City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

Mayor

Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Federal Heights City Attorney

CITY OF NORTHGLENN, COLORADO

Mayor

Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Northglenn City Attorney

CITY OF THORNTON, COLORADO

Mayor

Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Thornton City Attorney

CITY OF WESTMINSTER, COLORADO

Mayor

Date

Address:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Westminster City Attorney

EXHIBIT A

North Metro Task Force

2007 Population Survey / Weighted Vote Calculation

January 30, 2007

Agency	Population	%
Adams County	95,601	19.4%
Broomfield	51,767	10.5%
Brighton	32,500	6.6%
Commerce City	38,000	7.7%
Federal Heights	11,706	2.4%
Northglenn	36,902	7.5%
Thornton	117,213	23.8%
Westminster	109,390	22.2%
Total:	493,079	100%