

NORTHGLENN POLICE MEMORANDUM
#17-2021

DATE: Nov. 8, 2021

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: James S. May Jr., Chief of Police *JSM/217*
Randall L. Darlin, Deputy Chief of Police

SUBJECT: CR-111 – Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force IGA

PURPOSE

To consider CR-111, a resolution approving the Colorado Auto Theft Prevention Authority (CATPA) – Metropolitan Auto Theft Task Force (C-MATT) Intergovernmental Agreement (IGA).

BACKGROUND

Auto theft has become a rapidly growing issue across the Denver metro area. Many small municipalities do not have the resources to conduct the covert and long-term investigations necessary to build strong criminal cases against organized motor vehicle theft rings.

CATPA has partnered with multiple law enforcement agencies to form C-MATT. C-MATT brings together Denver metro law enforcement agencies to provide a comprehensive approach to the problem of auto thefts within these communities and the broader Denver metro area.

The mission of C-MATT is to aggressively investigate reported auto theft crimes, auto theft-related crimes, apprehend criminals, recover property and proactively prevent auto theft by utilizing:

- A multi-jurisdictional approach
- Innovative intelligence-led investigative techniques
- Agency collaboration and information sharing
- Data collection and analysis
- Community education and involvement
- Prosecutorial partnership within the judicial districts

The goals of C-MATT include:

- Initiating targeted investigations and enforcement based upon human data analytics and human intelligence
- Continuing and increasing proactive investigative initiatives through standard investigative practices, knock and talks, offender debriefing, intelligence gathering and dissemination, establishing of confidential informants, and the associated management of these individuals
- Establishing an auto theft recovery protocol to include forensic evidence recovery
- Processing and implementing educational programs through current agency resources, including: Community Relations, neighborhood liaisons, School Resource Officers (SRO), crime prevention, service organizations, and volunteer groups

C-MATT currently has eight partner agencies involved in the task force, along with two district attorney offices. Each agency provides investigators to the task force, and the Colorado Attorney General provides a dedicated prosecutor. C-MATT is funded primarily with grants and currently reimburses partner agencies 70% of sworn personnel salaries and benefits. The grant also pays 100% of all personnel’s overtime. This funding is based on grant distribution and is reevaluated annually.

Motor vehicle thefts in the Denver metro area have increased by over 100% during the past two years. Motor vehicle theft in Northglenn has increased by over 74% during the same time. The Police Department seeks to become a C-MATT member agency to provide a stronger and more comprehensive approach to combating motor vehicle theft within the community.

The table below represents over three years of motor vehicle theft data, showing a marked increase in motor vehicle thefts within Northglenn. The goal of joining this task force is to collaborate with multijurisdictional resources that can bring investigative techniques, proactive investigative initiatives, covert investigative capabilities, shared intelligence, and a team approach to combat motor vehicle thefts in Northglenn.

	2018	2019		2020		2021	
Month			Monthly Change 2018 to 2019		Monthly Change 2019 to 2020		Monthly Change 2020 to 2021
January	30	24	-20.00%	24	0.00%	38	58.33%
February	25	17	-32.00%	16	-5.88%	41	156.25%
March	22	30	36.36%	21	-30.00%	44	109.52%
April	20	22	10.00%	19	-13.64%	29	52.63%
May	24	25	4.17%	21	-16.00%	35	66.67%
June	15	14	-6.67%	30	114.29%	37	23.33%
July	29	29	0.00%	29	0.00%	44	51.72%
August	21	19	-9.52%	22	15.79%	36	63.64%
September	31	22	-29.03%	21	-4.55%	51	142.86%
October	28	16	-42.86%	32	100.00%		
November	30	24	-20.00%	39	62.50%		
December	21	23	9.52%	56	143.48%		
TOTAL	296	265	-10.47%	330	24.53%	355	
			Jan.-Aug. -3.23%		Jan.-Aug. 1.11%		Jan.-Sep. 74.86%
			Sept.-Dec. -22.73%		Sept.-Dec. 74.12%		

Source: Colorado Bureau of Investigations

Note: Small numbers result in high percentage change.

To become a member agency, Northglenn must agree to the IGA, provide one investigator with a covert vehicle, a laptop computer capable of accessing Northglenn’s network, applicable data sources, and reporting systems. C-MATT funding would be requested to outfit the assigned covert vehicle with covert plate reader technology to facilitate investigative techniques used by the task force.

BUDGET/TIME IMPLICATIONS

- The Police Department would utilize its budget to pay for the costs associated with becoming a C-MATT member. The cost of salary and benefits for a sworn officer with the Northglenn Police Department at the top rate of pay is \$123,984.
- Currently, C-MATT is reimbursing member agencies 70% of the actual salary and benefits of the assigned officer.
- The approximate reimbursement from C-MATT to the Police Department would be \$86,788.80, based on an officer at the top rate of pay.
- The actual cost would be determined by the career service of the officer assigned.
- The cost of the vehicle assigned to the Task Force Officer, along with other equipment such as a laptop and required software applications, would also be covered within the Police Department’s budget.

The costs associated with this assignment would continue until the Police Department withdraws from C-MATT.

STAFF RECOMMENDATION

Staff recommends approval of CR-111, a resolution that, if approved, would authorize the Mayor to execute the CATPA C-MATT IGA on behalf of the City.

STAFF REFERENCE

If Council Members have any questions, please contact:

- James S. May, Jr., Chief of Police, at jmay@northglenn.org or 303.450.8967
- Randall L. Darlin, Deputy Chief of Police, at rdarlin@northglenn.org or 303.450.8964

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-111
Series of 2021

Series of 2021

A RESOLUTION APPROVING THE COLORADO AUTO THEFT PREVENTION AUTHORITY – METROPOLITAN AUTO THEFT TASK FORCE INTERGOVERNMENTAL AGREEMENT

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

Section 1. The Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force Intergovernmental Agreement, attached hereto as Exhibit 1, for the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and other associated criminal activities, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2021.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this 8th day of April, 2016 (the "Effective Date"), by and among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge, the City and County of Denver ("Denver"), the District Attorney Offices for the First Judicial District and Second Judicial District of Colorado, the Colorado Counties of Adams, Arapahoe and Jefferson on behalf of their Sheriff's Departments (the "Counties"), and the State of Colorado on behalf of the Colorado State Patrol (each, a "Party;" collectively, the "Parties").

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, Colorado Revised Statutes ("C.R.S."), encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each;

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

WHEREAS, contiguous boundaries between and among the Parties often result in more than one law enforcement agency becoming involved in the investigation of criminal activities;

WHEREAS, the ability of a Party to respond to criminal activities may be limited by the Party's personnel and equipment;

WHEREAS, it is in the best interest of the Parties to maintain uniform equipment, training, policies, procedures and personnel standards pertaining to the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses so that each may have the service of the other Parties to assist in the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and associated criminal activities.

WHEREAS, the Colorado Automobile Theft Prevention Authority ("CATPA") has offered to provide funding for a single auto theft task force for the Denver Metropolitan Area;

WHEREAS, the Parties wish to cooperate in the creation and implementation of a CATPA-Metropolitan Auto Theft Task Force ("C-MATT") for the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles, the fencing of stolen property, the operation of chop shops and other associated criminal activities;

WHEREAS, the Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this Agreement and to allow those other agencies or entities to join C-MATT under the terms and conditions set forth herein or as otherwise agreed upon; and

WHEREAS, the establishment of C-MATT serves a public purpose and will promote the safety, security and general welfare of the inhabitants of the Denver Metropolitan Area.

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions will apply:

Agency of Record shall be the Party that provides the C-MATT Commander and all accounting, financial planning and payment services on behalf of C-MATT, the duties and responsibilities of which are more particularly set forth in Section 8 herein.

Criminal Justice Record(s) has the same meaning as "criminal justice records" as defined in C.R.S. § 24-72-302(4), as may from time to time be amended.

Grant means the funds awarded by CATPA to establish and operate C-MATT and includes the governing documents therefor.

Net Forfeitures means the money available after deducting all applicable expenses associated with the operation of C-MATT, including the division of seized assets with agencies not a Party.

Public Record has the same meaning as defined in the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, as may from time to time be amended.

2.0 INTENT

2.1 It is the intention of the Parties to facilitate cooperation among themselves in the identification, investigation and prosecution of individuals and groups in the Denver Metropolitan Area involved in: (i) auto theft; (ii) the fencing of stolen property; (iii) the operation of chop shops; and (iv) other, associated criminal activities, but not to establish a separate legal entity to do so.

2.2 Except as expressly set forth herein, this Agreement shall not authorize any Party to act on behalf of any other Party for any purpose whatsoever.

2.3 This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal: the joint development and operation of C-MATT.

3.0 PERSONNEL

3.1 Commitment of Personnel. Each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and equipment to be used in conducting overt and covert investigations in the jurisdiction of any of the others in events such as the theft of motor vehicles, fencing of stolen property, operation of chop shops and other related offenses or other exceptional instances when covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party. It is understood and agreed that each Party shall maintain a level of personnel and equipment necessary to meet its obligations under this Agreement.

- 3.2 Responsibility for Salary and Benefits of Personnel. Employees of Parties who are assigned to C-MATT ("C-MATT Personnel") shall remain employees of the assigning Party for all purposes and are not considered employees of C-MATT or any other Party. Each Party shall be responsible for the salary, overtime pay, benefits, insurance, including workers' compensation, and all related employee costs of every kind for each C-MATT Employee the Party assigns to C-MATT. Each Party may apply to the Agency of Record for reimbursement of any such costs and receive reimbursement to the extent any such reimbursement is authorized by the Grant.
- 3.3 Assignment of Personnel. For law enforcement officers to be eligible for assignment to C-MATT, such officers must pass and maintain pertinent and lawful performance standards as required by the Peace Officer Standards and Training Board and those required by the assigning Party.
- 3.4 Discipline of Personnel.
- 3.4.1 Disputes among C-MATT Personnel shall be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s). If the dispute cannot be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s), the dispute shall be elevated to the C-Matt Commander who shall attempt to resolve the dispute in conjunction with the employing Parties' supervisor(s) of the involved C-MATT Personnel. If such elevation fails to resolve the dispute, the dispute shall be elevated to the involved Party employer(s). In the event the dispute remains unresolved, the Dispute Resolution provisions of Section 16.6 herein shall be implemented.
- 3.4.2 Any disciplinary action imposed against C-MATT Personnel as a result of his or her involvement or participation in C-MATT shall be the responsibility of the assigning Party.
- 3.5 Supervision of Personnel. C-MATT Personnel shall be subject to the authority of supervisory and command personnel assigned to C-MATT regardless of which Party assigned the C-MATT Personnel; provided, however, that C-MATT Personnel shall continue to be subject to the laws, regulations, policies and personnel rules of the Party assigning the C-MATT Personnel. The authority of C-MATT supervisory and command personnel is not intended to supersede the regulations, policies, procedures or personnel rules of any Party.
- 3.6 Provision of Equipment. Each Party is responsible for providing personal equipment required for the execution of law enforcement duties to all of its law enforcement officers assigned to C-MATT ("C-MATT Officers").

4. LAW ENFORCEMENT AUTHORITY

All C-MATT Officers will be deputized, commissioned or authorized to act with full peace officer authority by each of the Counties and by Denver. Each C-MATT Officer shall have the full status and authority otherwise afforded a peace officer, as described in C.R.S. § 16-2.5-101, while acting on-duty within the course and scope of such officer's

authority and in the performance of such C-MATT Officer's duties within the jurisdiction of any Party.

5. COMMAND AND SUPERVISION

- 5.1 C-MATT Commander. The C-MATT Commander is the highest ranking command officer within C-MATT and is responsible for the overall oversight of the operational, administrative and budgetary duties outlined in the Grant directives and agreements.
- 5.2 Assignment of C-MATT Commander. The initial C-MATT Commander will be a Lakewood Police Department Commander unless and until another Party takes over the duties and responsibilities of the Agency of Record, as set forth in Section 8.1 herein.
- 5.3 Responsibilities of C-MATT Commander. The C-MATT Commander is responsible for monitoring C-MATT progress, providing the Governing Board a monthly written report of such progress and establishing policies and procedures for the operation of C-MATT.
- 5.4 Liaison Responsibility of C-MATT Commander. The C-MATT Commander will liaison with the Colorado State Patrol Captain assigned to the statewide task force, the Aurora Police Department Lieutenant and CATPA staff to establish goal-setting benchmarks and coordinate major investigations between the C-MATT and the statewide task force.
- 5.5 Personnel Assisting C-MATT Commander. The C-MATT Commander will be assisted by a grant manager and an investigative technician assigned by the Agency of Record.
- 5.6 C-MATT Sergeants. The Parties will assign four (4) Sergeants to C-MATT. The City of Aurora ("Aurora"), the Colorado State Patrol ("CSP"), the City and County of Denver ("Denver") and the City of Lakewood ("Lakewood") will each assign one (1) Sergeant. In the event a Party assigning a Sergeant terminates its participation in this Agreement or desires to remove its Sergeant from such assignment, the C-MATT Governing Board (described below) shall choose a Party, with such Party's approval, to assign a Sergeant to C-MATT.
- 5.7 Responsibilities of C-MATT Sergeants. The C-MATT Sergeants are responsible for day-to-day tactical and operational abilities of C-MATT. The C-MATT Sergeants will act as the contact persons for the Parties for information regarding suspect information, modus operandi and obtaining assistance in a police operation. The C-MATT Sergeants are responsible for administrative tracking of investigative data needs, investigative case flow and closure, the direct supervision of investigative and administrative support staff, the provision of subordinate guidance and direction, and the implementation of C-MATT Policy and Procedure.

6. GOVERNING BOARD

- 6.1 Creation of Governing Board. The Parties hereby establish a Governing Board for the purpose of overseeing and directing operational, personnel, equipment, training and administrative matters of concern to C-MATT (the "Board").
- 6.2 Board Membership. Each Party shall designate its Chief of Police, Sheriff, District Attorney or designees thereof as a Member of the Board (each, a "Member").
- 6.3 Voting and Quorum. Each Member shall be entitled to one (1) vote on any matter coming before the Board. The attendance of at least a majority of all the Members shall constitute a quorum. Approval of any matter before the Board shall require the affirmative vote of a simple majority of the Members present at any meeting at which there is a quorum, except as otherwise specified in this Agreement.
- 6.4 Budget. The Board shall oversee the C-MATT budget. Any requests for overtime monies associated with exceptional instances involving overt or covert operations that go beyond the normal scope of investigative techniques, to include, but not limited to, extensive surveillance, wiretaps and grand jury investigations, shall be authorized by the Board prior to the commencement of such operation.
- 6.5 Performance Evaluation of C-MATT. On an annual basis, the Board will evaluate the performance of C-MATT and assess the need to continue, modify or expand C-MATT.

7.0 FUNDING

C-MATT funding shall be provided by the Grant, and any matching funds required by the Grant will be contributed by the Parties based upon a percentage of each Party's salary contribution to C-MATT as follows:

- 7.1 The Grant currently funds eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for C-MATT Personnel. Based on the foregoing, each Party shall be responsible for the remaining costs (including salaries and benefits) of C-MATT Personnel each such Party assigns to C-MATT.
- 7.2 In the event in any year the Grant provides more or less funding for the above, each Party's responsibility for the remaining costs shall increase or decrease accordingly.
- 7.3 Upon addition of a new Party to C-MATT as provided in Section 12 below, the Board shall request an increase in the Grant to ensure the Grant continues to fund at least eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for all C-MATT Personnel.

8.0 AGENCY OF RECORD; GENERAL FINANCIAL TERMS AND OBLIGATIONS

- 8.1 Agency of Record. To ensure consistency, transparency and accountability, one Party will serve as the Agency of Record. Lakewood will act as the initial Agency of Record for C-MATT. The Board may at any time agree to appoint a successor Agency of Record from among the Parties.
- 8.2 Duties and Responsibilities as Fiscal Agent. The Agency of Record shall serve as the fiscal agent for C-MATT and will work with the C-MATT Commander to establish an annual financial plan for presentation to and approval by the Board and to establish all accounts necessary to facilitate the ongoing operation and administration of C-MATT. The Agency of Record shall be responsible for the payment of all reasonable and necessary C-MATT bills approved by the Board in its annual financial plan and properly funded.
- 8.2.1. Administrator of Grant. The C-MATT Commander will act as the financial manager of the Grant and of any further grants received from the CATPA grant program. Any disbursement of grant funds to any Party shall be in accordance with the terms of the applicable grant.
- 8.3 Deposits and Expenditures. All C-MATT funds will be managed by the Agency of Record through its financial management system to allow for separate financial reporting and accurate accountability of all such funds. The C-MATT Commander will have control over a separate fund, which will not exceed \$10,000, to be used to support C-MATT undercover operations.
- 8.3.1 C-MATT Contracts. The Agency of Record, in accordance with its internal purchasing policies, shall enter into such contracts and agreements necessary to procure goods and services required for operation of C-MATT, as approved by the Board in its annual financial plan and properly funded.
- 8.3.2 Grant Agreements. By approval of this Agreement, Lakewood hereby authorizes its Chief of Police to execute grant agreements necessary for the continuing funding of C-MATT.
- 8.4 Annual Financial Report. Beginning in 2016, the Agency of Record will deliver an annual financial report to the C-MATT Commander on or before July 1 of each year this Agreement is in effect. This annual financial report will include an accounting of all revenues and contributions, including forfeitures, if any, and all expenses or costs related to the operation and administration of C-MATT.
- 8.5 Access to Financial Records and Reports. All financial records and reports of the Agency of Record relating to the administration of this Agreement and the operation and administration of C-MATT will be open to inspection at reasonable times by all Parties and the public, including an authorized auditor or representative of a Party. Any Party, including the City and County of Denver Auditor, may access and examine pertinent books, documents, papers and records of the Agency of Record regarding transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or the expiration of the applicable statute of limitations, whichever occurs later.

9.0 TERM

The initial term of this Agreement will be for one (1) year commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew for subsequent one-year terms (each, a "Renewal Term") unless terminated pursuant to Section 14 below.

10.0 FORFEITURES

- 10.1 Distribution of Forfeitures Resulting from C-MATT Operations. Net forfeitures resulting from seizures of money and personal or real property resulting from C-MATT operations shall be maintained by C-MATT following established forfeiture guidelines as set forth C.R.S. §§ 16-13-311 to 16-13-315, and the Colorado Contraband Forfeiture Act, C.R.S. §§ 16-13-501, *et seq.*
- 10.2 Distribution of Forfeitures Outside of C-MATT Operations. Forfeitures resulting from seizures of money and personal or real property resulting from any individual Party's operations outside of C-MATT operations shall not be considered C-MATT funds, and shall be the sole property of the Party whose operations generated the forfeiture assets.
- 10.3 Audit of Forfeiture Funds. C-MATT forfeiture funds will be audited on a quarterly basis pursuant to the rules adopted by the Board. The results of the audit will be presented to the Board for review. Members, at their discretion and individual agency expense, may elect to conduct an independent audit of the forfeiture funds.
- 10.4 Transfer of Forfeiture Funds. No forfeiture funds will be transferred to C-MATT for operational expenditures without the approval of the C-MATT Commander and the Board.

11.0 C-MATT RECORDS

- 11.1 Colorado Open Records Act. The Agency of Record will be the official custodian of C-MATT records that are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* ("CORA"), and may release such records in compliance with the provisions of CORA.
- 11.2 Colorado Criminal Justice Records Act.
 - 11.2.1 The Agency of Record shall be the repository for law enforcement investigative reports generated in furtherance of C-MATT's objectives. Such reports shall constitute Criminal Justice Records.
 - 11.2.2 The official custodian for records that are subject to the Colorado Criminal Justice Records Act, C.R.S. §§ 24-72-301, *et seq.* (the "CCJRA"), shall be the Party that generated the record. Each Party may release any C-MATT Criminal Justice Records that are the records of that Party.
 - 11.2.2.1 In the event the requestor of records is unwilling to contact the official custodian, as identified hereunder, the Fiscal Agent shall immediately notify the Party/ies whose records are being

requested, and such Party/ies shall provide to the requestor written justification for withholding such records, in compliance with the CCRJA.

11.2.2.2 In the event the Agency of Record is served with a Subpoena Duces Tecum or a court order relating to a Party's records, the Agency of Record shall immediately notify such Party, and such Party shall be responsible for responding to the Subpoena Duces Tecum or court order.

11.2.3 If a Party other than the Agency of Record receives a request or demand from a third party for records or information of one or more of the other Parties pertaining to this Agreement, the Party receiving the request shall immediately notify such other Party/ies.

11.3 Discovery Requests. The Agency of Record shall manage discovery requests from prosecuting authorities.

11.4 No Abrogation. Nothing in this Section 11 shall be construed to modify or abrogate any obligations imposed pursuant to CORA or the CCJRA.

12.0 ADDITION OF NEW PARTIES

12.1 Eligibility. Governmental entities that provide law enforcement services and have a contiguous boundary to any Party are eligible to become a Party (each, an "Eligible Entity").

12.2 Process.

12.2.1 An Eligible Entity may become a Party upon the affirmative vote of a majority of all the Members (each, a "New Party"). The Board may impose upon an Eligible Entity such terms and conditions deemed reasonable and necessary for such approval.

12.2.2 Each New Party must sign a separate signature page to this Agreement, and any amendments thereto, which states that the New Party agrees to all the terms and conditions of membership in C-MATT.

13.0 BOOKING OF EVIDENCE

All evidence and property seized as a result of a C-MATT operation shall be seized identified, preserved, booked and stored by the Party within whose jurisdiction the property was seized pursuant to the policies and procedures currently in effect with the Commission on Accreditation for Law Enforcement Agencies.

14.0 TERMINATION; WINDING UP

14.1 Individual Party Termination. Any Party may terminate its participation in this Agreement by giving written notice to the C-MATT Commander at least thirty (30) days prior to the date of such termination, unless the Board and such Party have

agreed on a different notice period. The C-MATT Commander will advise the Board of any Party's termination.

14.2 Termination of Agreement by Vote of the Parties.

14.2.1 Process. This Agreement may be terminated by the adoption, by a majority of the governing bodies of all the Parties, of a resolution approving such termination (a "Termination Resolution"). The effective date of termination of this Agreement and of C-MATT shall be thirty (30) days after the date of the last Termination Resolution adopted.

14.2.2 Winding-up. In the event of termination of this Agreement by the Parties, each Party will use its best continuing efforts to wind-up in a timely manner its obligations pursuant to this Agreement. Upon termination of C-MATT, any funds remaining after payment of all C-MATT debts and obligations shall be distributed in accordance with the then-current CATPA Grant Agreement.

14.3 Final Report. Within ninety (90) days after the termination of this Agreement or of the end of the last Renewal Term of this Agreement, the Agency of Record will issue a final financial report accounting for any disbursements or distributions made to any of the Parties and the disposition of C-MATT assets, if any.

15.0 INSURANCE

Each Party agrees to either self-insure or maintain during the Initial Term and any Renewal Term general liability insurance, automobile liability insurance, crime insurance or fidelity bond, and workers' compensation insurance as to its own employees, all in such coverage amounts as deemed reasonable by each Party.

15.1 Evidence of Insurance. Upon execution of this Agreement, each Party will provide evidence of its self-insurance or insurance coverages to the other Parties. The Parties will ensure that evidence of self-insurance or certificates of insurance are issued automatically on the anniversary of the Effective Date throughout the Initial Term and any Renewal Terms.

15.2 Requirements. The minimum insurance coverage amounts required hereunder for General Liability and Automobile Insurance, unless the Party is self-insured, shall be not less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000.

16.0 GENERAL PROVISIONS

16.1 Authority. The Parties each represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

16.2 Assignment. No Party shall assign this Agreement.

16.3 Captions; Construction and Interpretation. The section headings and other captions contained in this Agreement are for convenience and reference

purposes only, are not part of the understanding of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

- 16.4 Claims or Suits. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.
- 16.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. The signature page of any Party to any counterpart will be deemed a signature, and may be appended, to any other counterpart.
- 16.6 Dispute Resolution. The Board is authorized to resolve any issues or disputes among the Parties. In the event of a dispute among the Parties that cannot be resolved by the Board, the Parties shall submit the dispute to mediation by a mutually agreed upon mediation services provider. Should mediation occur, the costs of any mediation shall be shared equally by the Parties to the mediation. Participation in mediation is mandatory before any civil action arising from or relating to this Agreement is filed by any Party.
- 16.7 Electronic Disposition and Signatures. The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing. The Parties further consent to the use of electronic signatures; provided, however, that no Party shall be obligated to use electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of this Agreement or object to the admissibility of this Agreement solely because one or more Parties signed this Agreement or any related document electronically.
- 16.8 Entire Agreement. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement supersedes all prior negotiations and understandings of the Parties.
- 16.9 Force Majeure. Any delays in, or failure of performance by, any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials or other causes, similar or dissimilar, that are beyond the control of such Party.
- 16.10 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the District Court of the jurisdiction of the Party defending such cause of action, in accordance with the applicable rules of procedure.

- 16.11 Liability; Governmental Immunity.
- 16.11.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
- 16.11.2 Governmental Immunity Act. The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The provision of services under this Agreement is for the benefit of the Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- 16.12 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and shall maintain such status throughout the Initial Term and all Renewal Terms.
- 16.13 Necessary Personnel, Equipment and Facilities. Each Party will maintain a level of personnel, equipment and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to directly fund the activities of any other Party. Employees and volunteers of each Party shall remain the employees and volunteers of that Party.
- 16.14 No Third-Party Beneficiaries. Nothing in this Agreement will be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party, including any Members, employees, officers, agents or volunteers of any person or entity with whom the Agency of Record contracts.
- 16.15 Non-Appropriation. Financial obligations of the Parties, if any, after the current year, are contingent upon funds being appropriated, planned and otherwise made available by the governing bodies of the Parties. The Parties' obligations under the Agreement shall be from year-to-year only and shall not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Notwithstanding anything to the contrary herein, the Parties understand and agree that any payment obligation of the City and County of Denver pursuant to this Agreement, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Parties acknowledge that the City and County of Denver does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years.
- 16.16 Notices. Any notice required or permitted by this Agreement shall be in writing and given by certified mail or registered mail, postage and fees prepaid, to the Party to whom such notice is to be given at the address set forth on that Party's

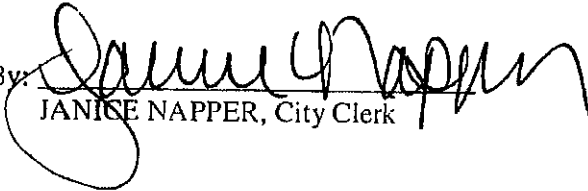
signature page below or at such other address as such Party shall have given by written notice to the other Parties pursuant to this paragraph.

- 16.17 Severability. If any provision of this Agreement is held invalid or unenforceable as to any Party or person by a court of competent jurisdiction, no other provision will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect.
- 16.18 Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

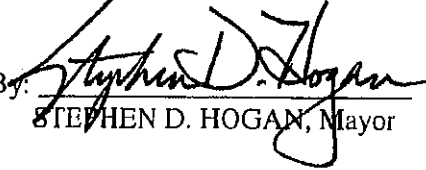
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[SIGNATURE PAGE-CITY OF AURORA]


ATTEST:

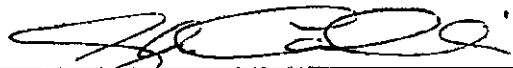
By: 
JANISE NAPPER, City Clerk

CITY OF AURORA, COLORADO

By: 
STEPHEN D. HOGAN, Mayor

APPROVED AS TO FORM:

By: 
NANCY RODGERS,
Sr. Assistant City Attorney



02/17/2016

Chief John Collins, Englewood Police Department

Date

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE, AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

ATTEST:


Margy Greer, City Clerk



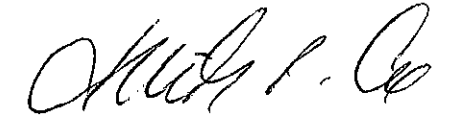
CITY OF LAKEWOOD


Kathleen E. Hodgson, City Manager

FISCAL AGENT: CITY OF LAKEWOOD


Larry Dorr, Finance Director for Fiscal Agent

APPROVED AS TO FORM


Timothy Cox, City Attorney
Office of the City Attorney



CITY OF WHEAT RIDGE

Daniel G. Brennan, Chief of Police
Wheat Ridge Police Department

JAMES CORCOTE
ACTING CHIEF

ATTEST:

Janelle Shaver, City Clerk

Kelly K. Stevens, Reporting

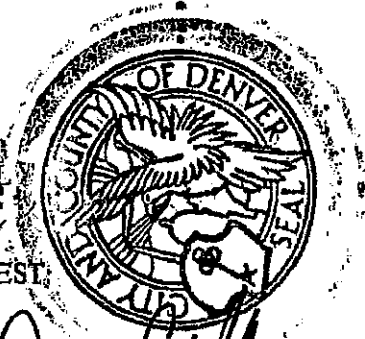
APPROVED AS TO FORM

Gerald Dahl, City Attorney

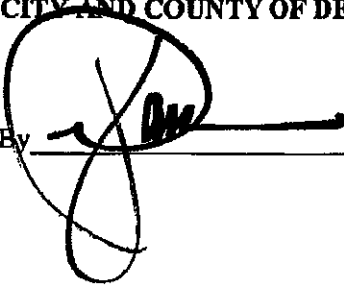
Contract Control Number: POLIC-201525838-00

Contractor Name: City of Lakewood

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of


SEAL
ATTEST

Juan P. Martinez
4/8/2016

CITY AND COUNTY OF DENVER

By 

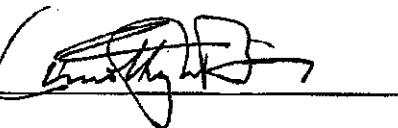
APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the City and County of Denver

By 

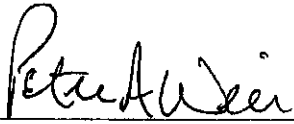
REGISTERED AND COUNTERSIGNED:

By 

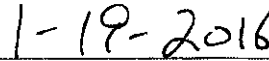
By 



**AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA,
ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER;
THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL
DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND
JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO
THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE**



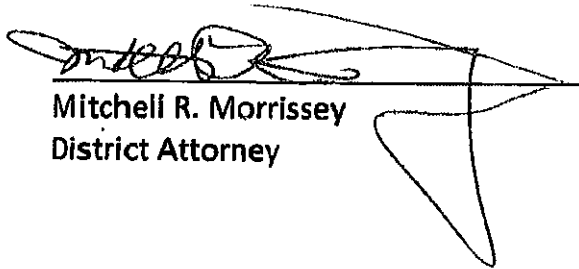
Peter A. Weir
District Attorney
First Judicial District



Date

**AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF
AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND
COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST
AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF
ADAMS, ARAPAHOE, AND JEFFERSON; AND THE STATE OF COLORADO TO
ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY –
METROPOLITAN AUTO THEFT TASK FORCE**

Office of the District Attorney for the Second Judicial District of Colorado



Mitchell R. Morrissey
District Attorney

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS

ADAMS COUNTY, COLORADO



Chair


1/12/16

Date


ATTEST:

STAN MARTIN

CLERK AND RECORDER

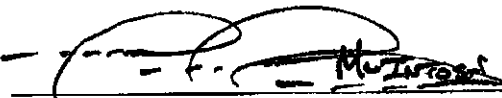


Deputy Clerk

Approved as to form:


Adams County Attorney's Office

ADAMS COUNTY SHERIFF'S OFFICE



Michael T. McIntosh, Sheriff

12/30/15

Date

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

**BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

By: *Nancy A. Doty*
Printed Name: *Nancy A. Doty*
Title: *Chair*

ATTEST:

Barbara
Clerk of the Board *Barbara*



COUNTY OF JEFFERSON,
STATE OF COLORADO

By: *Jeff Shrader*
Jeff Shrader, Sheriff

APPROVED AS TO FORM:

By: *David Wunderlich*
David Wunderlich
Assistant County Attorney

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing was acknowledged before me this 21st day of March, 2016 by Jeff Shrader as Sheriff of Jefferson County, Colorado.

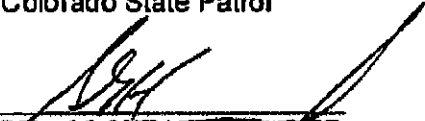
Patricia Tomko
Notary's official signature

PATRICIA TOMKO
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 19964000865
My Commission Expires 01/20/2020

Commission expiration date

**Approval of Intergovernmental Agreement to Establish a Colorado Auto Theft
Prevention Authority-Metropolitan Auto Theft Task Force**

Colorado State Patrol



BY: SCOTT HERNANDEZ
CHIEF OF COLORADO STATE PATROL

4/5/16

DATE

[SIGNATURE PAGE – CITY OF NORTHGLENN]

The City of Northglenn, Colorado, desires to join the Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force (C-MATT) as a party to the Intergovernmental Agreement dated April 8, 2016, and hereby agrees to all the terms and conditions of membership in C-MATT.

CITY OF NORTHGLENN, COLORADO

MEREDITH LEIGHTY
Mayor

Date

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney