

POLICE MEMORANDUM
#2-2023

DATE: March 13, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: James S. May, Jr., Chief of Police *JSM/2/17*

SUBJECT: CR-44 – Adams County E911 Emergency Telephone Service Authority Updated Intergovernmental Agreement

PURPOSE:

To consider CR-44, a resolution approving the amended and restated Intergovernmental Agreement (IGA) between the City and the Adams County E911 Emergency Telephone Service Authority.

BACKGROUND

The Adams County E911 Emergency Telephone Service Authority (the Authority) was created in 1986 through an IGA and authorized by State statute to collect an Emergency Telephone Charge (ETC). The ETC is collected as a fee in cellphone and landline bills. It helps support the Adams County Communications Center (ADCOM), where 911 calls are answered and emergency services are dispatched. The Northglenn Police Department is one of eight police/fire/EMS agencies dispatched through ADCOM.

ADCOM's strategic plan and budget projections outline current and future service needs, based on several factors, to include, but not limited to:

- Average population growth of 1.5% per year since 2011 (anticipated to increase to 1.8% per year for the next 10 years)
- Total call volume increase (average of 4.5% per year and 911 call volume has increased by an average of 3% per year since 2017)
- Technology demands such as body-worn cameras, smart devices, video, and image storage
- Building expansion necessary to facilitate current and future growth, estimated at \$8 million
- Operation of a state-of-the-art communications center
- Staffing increase (call-takers, dispatchers, administrative and technical positions) to meet service demands

ADCOM's future budget projections anticipate additional funding to meet these needs. Although the Authority has sufficient reserve funds to absorb ADCOM's current funding requests, the ongoing requirements identified by ADCOM will be unsustainable for the long term and must be addressed.

In March of 2022, City Council requested the IGA be updated since it had multiple addendums dating back to the creation of the Authority in 1986. The updated IGA includes language allowing the Authority to automatically adjust the ETC in accordance with the Public Utilities Commission's inflation adjustments.

BUDGET/TIME IMPLICATIONS

There are no financial or time impacts to the City.

STAFF RECOMMENDATION

Staff recommends approval of CR-44, a resolution that, if approved, would authorize the Mayor to execute the IGA with the Adams County E911 Emergency Telephone Service Authority 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.

CR-44 – Adams County E911 Emergency Telephone Service Authority Updated IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-44
Series of 2023

Series of 2023

A RESOLUTION APPROVING THE AMENDED AND RESTATED ADAMS COUNTY 911 AUTHORITY INTERGOVERNMENTAL AGREEMENT

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

Section 1. The Amended and Restated Adams County 911 Authority Intergovernmental Agreement, 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 _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**AMENDED AND RESTATED
ADAMS COUNTY 911 AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

This Amended and Restated Adams County 911 Authority Intergovernmental Agreement (this “**Agreement**”), dated [Effective Date] (the “**Effective Date**”), is by and among the bodies politic and corporate set forth on Exhibit A (each a “**Party**” and collectively the “**Parties**”). Capitalized terms are defined throughout this Agreement.

RECITALS

A. The Parties are bodies politic and corporate located wholly or partially within Adams County, Colorado.

B. Reference is made to that certain Intergovernmental Agreement Concerning the Implementation of an “E911” “Emergency Telephone Service” dated on or about October 1, 1986, as amended from time to time (the “**Original Agreement**”), by and among several of the Parties and other bodies politic and corporate.

C. The purpose of the Original Agreement was to create the Adams County E911 Emergency Telephone Service Authority (the “**Authority**”).

D. The Parties desire to amend and restate the Original Agreement as set forth below.

AGREEMENT

Now, therefore, in consideration of the recitals and the mutual promises set forth herein, the Parties agree as follows:

Article 1. Adams County 911 Authority.

Section 1.01 Continuation of the Authority. The Authority created under the Original Agreement shall remain in existence and continue as a separate legal entity, subject to the provisions of this Agreement.

Section 1.02 Name of the Authority. The name of the Authority shall be the ADAMS COUNTY 911 AUTHORITY.

Section 1.03 Status of the Authority.

(a) Governing Body. The Authority is a “governing body” under C.R.S. § 29-11-101(16).

(b) Separate Legal Entity. The Authority is a separate legal entity established in accordance with C.R.S. § 29-11-102(1)(b) and §§ 29-1-203 and -203.5. The provisions of C.R.S. § 29-1-203.5 apply to the Authority.

(c) Open Meetings. The Authority is a “local public body” under C.R.S. § 24-6-402 and the Authority’s meetings shall be conducted in accordance with the provisions thereof.

(d) Governmental Immunity. The Authority is a “public entity” pursuant to the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et seq.*).

(e) Open Records. The Authority is subject to the Colorado Open Records Act (C.R.S. § 24-72-200.1, *et seq.*).

(f) Default Contractual Provisions. As permitted by C.R.S. § 24-101-105(2), the Authority shall be deemed to have adopted, and shall be subject to (as if the Authority were the state), the provisions of C.R.S. §§ 24-106-106 and -109.

Section 1.04 Boundaries of the Authority. The jurisdictional boundaries of the Authority are those portions of the Party's jurisdictions in which the Authority collects the emergency telephone charge authorized in C.R.S. § 29-11-102.

Section 1.05 Powers of the Authority.

(a) Emergency Telephone Service Law. The Authority shall have all the rights, powers, authorities, duties, and obligations of a "governing body" under C.R.S. § 29-11-101, *et seq.*, including the power to impose, set the amount of, and collect the emergency telephone charge authorized in C.R.S. § 29-11-102 and spend money collected in accordance with C.R.S. § 29-11-104.

(b) Additional Authority. In addition to any other authority provided by law, the Authority shall have the power and authority to do all of the following (subject to applicable law):

(i) conduct its business and affairs for the benefit of the Parties and their residents;

(ii) enter into, make, and perform contracts of every kind;

(iii) adopt rules, and regulations regarding the exercise of its powers and the carrying out of its purposes;

(iv) incur debts, liabilities, and obligations;

(v) borrow money and make, accept, endorse, execute, issue, and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services, or functions contemplated by this Agreement;

(vi) secure the payment of any Authority obligation by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by lien upon or assignment of all or any part of the properties, rights, assets, contract, easements, revenues, and privileges of the Authority;

(vii) issue bonds, notes, or other obligations payable from the revenues derived or to be derived by the Authority;

(viii) acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;

(ix) apply for and receive grants in its own name;

(x) engage, employ, or appoint agents or service providers, including accountants, architects, attorneys, consultants, employees, engineers, executive

directors, and managers, and to pay the direct and indirect reasonable costs for services rendered to the Authority;

- (xi) purchase insurance;
- (xii) litigate, arbitrate, and/or mediate in its own name;
- (xiii) participate in administrative proceeding before the state or federal government and advocate for or against issues before legislative or administrative bodies;
- (xiv) receive contributions of gifts, grants, or services; and
- (xv) exercise any additional power or authority, not inconsistent with this Agreement, that is necessary or appropriate to carry out the intent of this Agreement.

Section 1.06 Obligations of the Authority.

(a) Annual Budget. Unless the financial activities of the Authority are fully reported in the budget of one of the Parties, the Authority shall annually prepare a budget in accordance with the Local Government Budget Law of Colorado (C.R.S. § 29-1-101, *et seq.*).

(b) Books and Records. The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions.

(c) Audit. Unless the financial activities of the Authority are fully reported in the audit of one of the Parties, the Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law (C.R.S. § 29-1-601, *et seq.*) and C.R.S. § 29-11-104(5).

(d) Compliance with Law. The Authority shall comply with all applicable law and regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its reasonable determination, would carry out the intent of this Agreement while not violating the law.

Section 1.07 Authority Assets. Any assets, goods, or services received or purchased by the Authority shall be owned by the Authority, unless the Board determines otherwise.

Article 2. Board of Directors.

Section 2.01 Board of Directors. All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority's board of directors (the "**Board**"), in which all administrative and legislative power of the Authority is vested.

Section 2.02 General Standards of Conduct for Directors.

(a) Standard. Each director of the Board (a "**Director**") shall discharge the Director's duties as a Director (i) in good faith, (ii) in a manner the Director reasonably believes

to be in the best interests of the Authority, and (iii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

(b) Reliance on Experts. In discharging his or her duties, a Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following persons or groups: (i) one or more employees or agent of the Authority or a Party whom the Director reasonably believes to be reliable and competent in the matters presented and (ii) legal counsel, public accountants, or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence. A Director is not acting in good faith if the Director has knowledge concerning the matter in question that makes reliance otherwise permitted unwarranted.

Section 2.03 Liability for Actions.

(a) Exculpation. No Director shall be liable to the Authority or any Party for any losses, claims, demands, actions, judgements, arbitral decisions, orders, fines, penalties, or liability of any nature, including reasonable attorneys' fees, out-of-pocket expenses, and court costs ("**Damages**") suffered or incurred by the Authority or any Party, except to the extent that such Damages are based upon, arise out of, or are otherwise in connection with an Exclusion Event.

(b) Indemnification. Each Director shall be indemnified and held harmless by the Authority from and against all Damages that he or she suffers or incurs as a result of acts or omissions conducted by him or her on behalf of the Authority or her or her management of the affairs of the Authority, provided that no Director shall be indemnified for or be held harmless from any Damages to the extent that such Damages are based upon, arise out of, or are otherwise in connection with an Exclusion Event. Any indemnification amount paid hereunder shall be reduced by amounts received from other sources and each Director shall refund any indemnification payments to the extent of amounts subsequently received from such other sources. Indemnification payment shall be solely out of Authority property. Expenses incurred by a Director in defending a claim or proceeding may be paid by the Authority in advance of the final disposition of such claim or proceeding, provided that the Director undertakes to repay such amount if it is finally determined that such person was not entitled to indemnification.

(c) Exclusions. "**Exclusion Event**" means, with respect to any Director, any conduct or lack of conduct in relation to the activities of the Authority that constitutes any of the following: (i) fraud, bad faith, or willful misconduct; (ii) gross negligence or reckless disregard; (iii) criminal conduct related and material to the duties to of the Director for which the maximum sentence is more than a fine; and (iv) failure to discharge the Director's duties in accordance with Section 2.02.

Section 2.04 Number and Appointment of Directors.

(a) Number of Directors. The Board shall be comprised of a total of five Directors.

(b) Law Enforcement Directors. Two Directors (each, a "**Law Enforcement Director**") shall be selected by the Parties that operate law enforcement agencies (a "**Law Enforcement Party**"). The chief law enforcement officer (*i.e.*, chief of police or sheriff) of

each Law Enforcement Party may nominate one person for each Law Enforcement Director vacancy. The Adams County Board of County Commissioners (the “BOCC”) shall appoint the person with the most nominations. In the event of a tie, the BOCC may select one of the candidates who received the most nominations.

(c) Fire Protection Directors. Two Directors (each, a “**Fire Protection Director**”) shall be selected by the Parties that operate fire protection/fire rescue agencies (each, a “**Fire Protection Party**”). The chief fire officer (*i.e.*, fire chief) of each Fire Protection Party may nominate one person for each Fire Protection Director vacancy. The BOCC shall appoint the person with the most nominations. In the event of a tie, the BOCC may select one of the candidates who received the most nominations.

(d) At-Large Director. The BOCC shall appoint one Director in its discretion (the “**At-Large Director**”).

(e) Director Qualifications. A Director must either reside in the Authority’s jurisdiction (as determined in Section 1.04) or be employed by a Party.

Section 2.05 Directors’ Terms.

(a) Generally. Each Director may serve an unlimited number of three year terms (each, a “**Term**”). Each Term shall expire on the last day of February of the third year of the Term; provided, however, that a Director shall remain in office until his or her successor is appointed (unless the Director resigns or is removed pursuant to this Agreement).

(b) Staggered Terms. The Directors shall be divided into three classes. Two classes shall be comprised of one Law Enforcement Director and one Fire Protection Director. The third class shall be comprised of the At-Large Director. The terms of Directors in the same class shall expire at the same time and the classes shall be staggered so that no more than two Directors’ terms will expire in any year.

Section 2.06 Resignations, Removals, and Vacancies.

(a) Resignations of Directors. A Director may resign at any time by giving written notice to the Board Chair. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Removal of Directors.

(i) Removal by Board. A Director may be removed for cause (as determined in the reasonable discretion of the Board) by the unanimous affirmative vote of the other Directors.

(ii) Removal by the BOCC. The BOCC shall remove: (1) a Law Enforcement Director upon receipt of notice of the affirmative vote of a majority of the Law Enforcement Parties; and (2) a Fire Protection Director upon receipt of notice of the affirmative vote of a majority of the Fire Protection Parties. The BOCC may remove an At-Large Director in the BOCC’s discretion.

(c) Vacancies on the Board. A vacancy occurring on the Board shall be filled in accordance with Section 2.04. Any person appointed to fill a vacancy shall complete the prior Director's Term.

Section 2.07 Officers of the Board. The Board shall annually elect one Director to each of the following officer positions: (a) chair of the Board (the "**Board Chair**"); (b) vice-chair of the Board; and (c) treasurer of the Board. The Board may elect other officers in its discretion. Each elected officer shall perform the duties incident to the office to which he or she was elected. A Director may serve in more than one officer position simultaneously. The Board may remove and replace an officer at any time for any reason. An officer may resign at any time.

Section 2.08 Meetings.

(a) Regular Meetings. The Authority shall hold at least two regular meetings per year. The Board may hold additional regular meetings as it deems necessary.

(b) Special Meetings. Special meetings of the Board may be called by the Board Chair or any two Directors.

Section 2.09 Quorum and Voting. A quorum for the transaction of business shall be present if the number of Directors present at a meeting equals or exceeds the majority of the Directors in office immediately before the meeting, but in no case less than two Directors. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. No Director may vote or act by proxy at any meeting of the Board.

Section 2.10 Participation by Electronic Means. Directors may participate in a meeting of the Board by means of video conference, telephone conference, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence at the meeting.

Section 2.11 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses incurred by a Director in performance of official duties may be paid or reimbursed by the Authority. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Authority in any other capacity.

Section 2.12 Committees. The Board may establish one or more committees by resolution. The normal role of a committee is to consider matters of concern to the committee and to make recommendations thereon to the Board. A committee shall not have any authority to bind the Board or the Authority. The chair and membership of any such committee shall be appointed by the Board on an annual basis or as the Board deems advisable. Unless a future termination date is specified by resolution, a committee shall exist until disbanded by the resolution of the Board. There is no requirement that a Director serve on a committee.

Article 3. Term and Termination of this Agreement; Withdrawal.

Section 3.01 Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

Section 3.02 Termination.

(a) This Agreement may be terminated, and the Authority wound-up and dissolved, upon the affirmative written consent of at least seventy five percent (75%) of the Parties, provided that a majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the termination. The effective date of termination shall be the later of (i) the date set forth in the written consent and (ii) the date that is at least 90 days after the date on which the written consent is signed by the requisite number of Parties.

(b) Upon termination of this Agreement, (i) the Authority shall remain in existence to wind up its business and affairs and then shall cease to exist, (ii) the Authority's property, net of liabilities, shall be distributed to one or more of the Parties or to one or more local governmental authorities in Adams County which provides 9-1-1 services in the Authority's jurisdiction (or any combination of such Parties and local governments) in a manner that is fair to all Parties and that preserves the provision of 9-1-1 service in the Authority's jurisdiction, as determined by the Board in its reasonable discretion, and (iii) if a Party provided specific, identifiable property to the Authority and the Authority retains such property upon termination, the Authority shall return such property to the Party that provided it.

Section 3.03 Withdrawal of a Party. A Party may withdraw from this Agreement by providing written notice to the Authority on or before May 1 of any year; notice provided after May 1 shall be deemed given the following year. A Party's withdrawal shall be effective on December 31 of the year in which notice was given. A withdrawing Party shall have no right to any Authority property.

Article 4. General Provisions.

Section 4.01 Additional Parties. A body politic and corporate within the State of Colorado may become a party to this Agreement by obtaining the approval of the Board and executing a signature page signifying its acceptance of all the provisions of this Agreement. Among other considerations, the Board shall consider the potential party's connection to 9-1-1 service in Adams County.

Section 4.02 Amendments. Any amendment to this Agreement will be effective only if in writing and approved and signed by at least two-thirds (2/3) of the Parties, provided that a majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the amendment. No amendment to this Agreement shall be made which adversely affects the rights of a Party in a manner that discriminates against such Party *via-a-via* any other Party without the prior written consent of each Party affected thereby.

Section 4.03 Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

Section 4.04 Notices. Any notices given hereunder shall be in writing and deemed given one business day after being sent by overnight courier or three business days after being sent by certified mail, return receipt requested. Notices shall be delivered to the chief law enforcement or fire protection officer of the Parties and, in the case of Adams County, to the chairperson of the BOCC. Notices to the Authority shall be delivered to the Board Chair.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

Section 4.06 Venue. An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Adams County, Colorado. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

Section 4.07 WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY AND THE AUTHORITY HEREBY WAIVE ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Section 4.08 Liabilities. Neither any Party nor the Authority will be liable for the debts, liabilities, or obligations of the others or has the authority to bind the others.

Section 4.09 Force Majeure. Neither any Party nor the Authority will be considered in default under this Agreement to the extent that their performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, civil strife, or other event outside the reasonable control of the performing Party or Authority.

Section 4.10 Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements, including the Original Agreement.

Section 4.11 Waiver. The failure of any Party or the Authority to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party or the Authority under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

Section 4.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable, then Parties request that the court modify or amend the provision to render it enforceable to the maximum extent permitted; if the court refuses to modify or amend the provision, then the provision shall be severed from this Agreement with no effect upon the remaining provisions of this Agreement.

Section 4.13 Third Party Beneficiaries. No provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any person except the Parties and the Authority.

Section 4.14 Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 4.15 Rules of Construction. Unless otherwise stated, a reference to any section will be construed as a reference to the entire section identified, including any subsections thereof. The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement. Any citation to statutes in this

Agreement shall be interpreted as a citation to those statutes as they may be amended from time to time. The word “**including**” means “including without limitation.”

[signature page follows]

In witness whereof, the Parties are executing this Agreement to signify their acceptance of all the provision set forth herein, to be effective as of the Effective Date regardless of the actual date of signature.

ADAMS COUNTY¹

By: _____

Name: _____

Title: _____

Date: _____

Attest

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

¹ NTD: Remaining signature pages will be added when parties are confirmed.

EXHIBIT A
LIST OF PARTIES

Law Enforcement Parties

1. Adams County
2. City of Brighton
3. City of Commerce City
4. City of Northglenn
5. Town of Bennett

Fire Protection Parties

6. Adams County Fire District
7. Bennett Fire District
8. Brighton Fire District #6
9. Byers Fire District #9
10. Deer Trail Fire District #10
11. North Metro Fire Rescue District
12. Sable Altura Fire District #11
13. South Adams County Fire District #4
14. Southeast Weld Fire Protection District #5
15. Strasburg Fire Protection District #8