

**MUNICIPAL COURT MEMORANDUM  
#3-2023**

**DATE:** Oct. 9, 2023

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*  
Jason Loveland, Interim Deputy City Manager *12*

**FROM:** Jason Johnson, Municipal Court Supervisor

**SUBJECT:** CR-136 – Municipal Court Video Services IGA

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**PURPOSE**

To consider CR-136, a resolution approving an Intergovernmental Agreement (IGA) with the Adams County Sheriff's Office for providing video services to the Municipal Court for in-custody hearings.

**BACKGROUND**

Criminal defendants who fail to appear for Municipal Court are issued warrants for their arrest. When the defendants are arrested, they bond out of jail or have an in-custody virtual hearing at the Adams County Detention Facility. These hearings need to be conducted within 48 hours of arrest. Those in attendance include the Municipal Court Judge, the defendant, the defendant's attorney, court staff, and jail staff. Municipal Court has been conducting these hearings from 1:30 to 2 p.m. on any docket date. The hearing relies on the assistance of the detention facility employees who help coordinate the call and have the defendants ready for the hearing.

The IGA expired December 2020 during the pandemic, but Adams County continued the service. This IGA is a critical piece of the Municipal Court's operating procedures and would allow ongoing services to continue without interruption. Without this IGA, the Municipal Court would lose the ability to intervene with some defendants who fail to appear.

**BUDGET/TIME IMPLICATIONS**

The IGA amount is \$8,000. The cost is associated with the number of defendants using this video service. The City is considered a low-tier user since less than 150 defendants use this service every year.

If approved, the agreement would be effective until Dec. 31, 2023. The IGA may be renewed for up to two, one-year timeframes as mutually agreed upon in writing by Northglenn and the Adams County Sheriff's Office.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-136, a resolution that, if approved, would authorize the Mayor to execute the IGA with the Adams County Sheriff's Office for municipal court video services on behalf of the City.

**STAFF REFERENCE**

If Council Members have any questions, please contact Jason Loveland, Interim Deputy City Manager, at [jloveland@northglenn.org](mailto:jloveland@northglenn.org) or 303.450.8817

CR-136 – Municipal Court Video Services IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-136  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUNICIPAL COURT VIDEO SERVICES

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

Section 1. The Intergovernmental Agreement between the Cities of Brighton, Commerce City, Northglenn, Thornton, and Westminster, and the Adams County Sheriff's Office for the provision of municipal court video services, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BRIGHTON,  
COMMERCE CITY, NORTHGLENN, THORNTON, FEDERAL HEIGHTS,  
WESTMINSTER AND THE ADAMS COUNTY SHERIFF’S OFFICE FOR THE  
PROVISION OF MUNICIPAL COURT VIDEO SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the effective date, by and between the Cities of Brighton, Commerce City, Northglenn, Thornton, Federal Heights, and Westminster, hereinafter referred to as the “Cities,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. The Cities and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Cities have requested municipal court video services be provided by Adams County on a continuous basis on the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30, and Saturday between the hours of 08:00 and 14:30 pursuant to a schedule determined by the Parties and maintained by Adams County; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist the Cities with the performance of said municipal court video services; and

WHEREAS, the Parties wish to enter into this IGA so that the Cities may use the services of Adams County employees (herein referred to as “Assigned Employees”) to render, as applicable, municipal court video services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 and Saturday municipal court video services between the hours of 08:00 and 14:30 only, as specifically designated by Adams County throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into this IGA to provide staffing support for municipal court video proceedings at the Adams County Detention Facility upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide municipal court video services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30. Saturday municipal court video services shall be provided between the hours of 08:00 and 14:30. Adams County shall not be obligated, but will attempt to accommodate, municipal court video services outside of the times set forth in the following schedule determined by the Parties and maintained by Adams County as follows:

City	Weekday Schedule	Saturday Schedule
Brighton	Tuesday & Friday 1400 - 1500	0800-1000
Westminster	Monday – Thursday 1530 – 1630	1000 - 1430
Commerce City	Wednesday & Thursday 1400 – 1430	None
Northglenn	Tuesday & Thursday 1330 – 1400	None
Thornton	Monday/Tuesday/Thursday 1230 – 1325	None
Federal Heights	Wednesday Only 1330 – 1430	None

C. Assigned Employee Responsibilities. Assigned Employees shall be responsible for handling municipal court video support for and on behalf of the Cities during the times listed herein. The municipal court video services shall include, but are not limited to the following:

- Assembling and producing municipal offenders for municipal court video proceedings at the Adams County Detention Facility;
- Maintaining security and order during municipal court video proceedings;
- Collecting official court documents completed by the offender;
- Placing court documents in the Booking Unit for pick up by the Cities; and
- Returning municipal offenders to their appropriate locations within the Adams County Detention Facility following the municipal court video proceedings.

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff’s Office and nothing herein shall be deemed to make an Assigned Employee an employee of the Cities for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and will remain an employee of the Adams County Sheriff’s Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chiefs of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. The Cities shall pay Adams County for administrative services according to the attached Exhibit A. Adams County may adjust said fee annually as necessary to reflect increased costs for providing municipal court video services to the Cities. No later than May 1<sup>st</sup> of each calendar year Adams County will provide an annual usage analysis of each of the municipalities participating in this intergovernmental agreement, along with the associated fees for each jurisdiction for the following contract period. The fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said municipal court video services. The

Adams County Sheriff's Office Inmate Transport Unit will track each supported agency's request for assistance using the following categories:

- Number of municipal offenders produced for court

G. Term. The term of this agreement shall be from January 1, 2023, through December 31, 2023. The Parties may renew this IGA for up to two, one-year renewals as mutually agreed upon in writing by the Parties.

H. No Multiple Fiscal-Year Obligation. Nothing herein shall be construed to constitute an obligation of City or District in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the parties which extend beyond the current fiscal year are subject to appropriation. The failure to appropriate funds shall be a defense to any claim against any non-appropriating party.

I. Payment. Adams County shall submit an invoice to each of the Cities for the amount stated in Exhibit A for services to be provided over the term of the agreement. The Cities shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve the Cities of their obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

J. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by the Parties, and no amendment shall be binding or effective unless a written amendment is so executed.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Adams County or any Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of their share of the annual cost of providing municipal court video services.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and

all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Brighton

Name:  
Title:  
Address:

Commerce City

Name: Maya Kiesnowski  
Title: Municipal Court Administrator  
Address: 7887 E. 60<sup>th</sup> Avenue, Commerce City, CO 80022

Northglenn

Name: Jason Johnson  
Title: Municipal Court Supervisor  
Address: 50 W Community Center Dr, Northglenn, CO 80234

Thornton

Name:  
Title:  
Address:

Westminster

Name:  
Title:  
Address:

Federal Heights

Name:  
Title:  
Address:

Adams County

Name: Stephanie Brandt  
Title: Operations Manager - Finance  
Address: 4430 S Adams County Parkway  
1<sup>st</sup> Floor, Suite W5400  
Brighton, Co 80601

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IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

**CITY OF BRIGHTON**

\_\_\_\_\_  
By: Greg Mills                      Date:  
Title: Mayor

ATTEST:

\_\_\_\_\_  
By:  
Title: City Clerk

Approved as to form:

\_\_\_\_\_  
By:  
Title: City Attorney

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
By: Jason Rogers                      Date  
Title: City Manager

ATTEST:

\_\_\_\_\_  
By: Dylan Gibson  
Title: City Clerk

Approved as to form:

\_\_\_\_\_  
By:  
Title: City Attorney





APPROVED AS TO INSURANCE  
PROVISIONS:

\_\_\_\_\_  
William Rush, Risk Manager

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Gene Claps  
Sheriff

\_\_\_\_\_  
Printed Name

**ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair Date

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office

EXHIBIT A:

<b>City</b>	<b>Usage Tier</b>	<b>Cost per City for Agreement Term</b>
Brighton	Low	\$8,000.00
Commerce City	Low	\$8,000.00
Federal Heights	Low	\$8,000.00
Northglenn	Low	\$8,000.00
Thornton	High	\$25,000.00
Westminster	High	\$25,000.00

\$82,000.00

USAGE TIERS:

Low: 150 or less inmates per year

Mid: Between 150 and 250 inmates per year

High: 250 or more inmates per year