

NORTHGLENN POLICE DEPARTMENT

COUNCIL MEMORANDUM #09-4

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

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

DATE: January 30, 2009

SUBJECT: CR 09-20, A Resolution to approve an Inter-Governmental Agreement between the City of Northglenn and the North Metro Task Force for the Loan of a SWAT Surveillance Vehicle.

RECOMMENDATION:

Attached is Resolution (#09-20) which, if approved, would authorize the Mayor to execute a Inter-governmental Agreement (IGA) between the City of Northglenn (the City) and the North Metro Task Force (NMTF) for the loan of a 1999 Ford F-350 Pickup, vehicle identification number (VIN) 1FTSX31S3XEE11394 (the "Vehicle"), for use by the Northglenn/Thornton Special Weapons and Tactics Team (SWAT) within the scope of the Mutual Aid Agreement.

BACKGROUND:

Northglenn and Thornton operate a joint a "SWAT" unit. From time to time "SWAT" personnel conduct surveillance, called scouting missions, prior to and during "SWAT" operations.

At the present time the team does not have a dedicated vehicle for these surveillance missions. At the present time, patrol or detective vehicles from either Northglenn or Thornton Police Departments are often used for the scouting missions and are easily compromised by observant criminal suspects. The "Vehicle" is a non-descript pick-up truck unlikely to be recognized as the surveillance platform.

The "NMTF" came to possess the "Vehicle" via the Asset Forfeiture process. The "NMTF" legally seized the "Vehicle" during a criminal investigation. Pursuant to a court order, the "Vehicle" was forfeited by the owner to the "NMTF". The "NMTF" has agreed to loan the "Vehicle" to the "City" for use by the "SWAT" unit at no cost.

The City Attorney has reviewed the "IGA" and has approved it as to form.

BUDGET IMPLICATIONS:

As the sponsoring agency, the "City" will pay for the cost of licensing, insurance, fuel,

lubricants and routine maintenance for the "Vehicle." This cost is anticipated to be less than \$1,000.00 annually. Sufficient funds for these annual costs are in the 2009 Public Works and Police Department Budgets.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Chief Russ Van Houten at 303-450-8864 or at rvanhouten@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-20
Series of 2009

Series of 2009

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE NORTH METRO TASK FORCE FOR THE LOAN OF A SURVEILLANCE VEHICLE

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

Section 1. The Intergovernmental Agreement between the City of Northglenn and the North Metro Task Force, attached hereto, for the loan of a surveillance vehicle 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 _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NORTHGLENN
AND THE NORTH METRO TASK FORCE
FOR LOAN OF SURVEILLANCE VEHICLE**

This Agreement between the **CITY OF NORTHGLENN** ("Northglenn") and the **NORTH METRO TASK FORCE** (the "NMTF") is entered into this ____ day of _____, 2009.

WHEREAS, pursuant to § 29-1-203, C.R.S., the Cities of Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, the Adams County Sheriff's Department, and the City and County of Broomfield entered into a Mutual Aid Agreement dated November 14, 1991, as amended (the "Mutual Aid Agreement"), to establish the NMTF; and

WHEREAS, one purpose of the Mutual Aid Agreement is to provide for the in-kind sharing of equipment to promote the mutual goal of combating the trafficking of illegal drugs and associated criminal enterprises through the conduct of overt and covert investigations; and

WHEREAS, the NMTF is currently hosted by the City and County of Broomfield Police Department; and

WHEREAS, the Broomfield Police Department is authorized to act on behalf of the NMTF with respect to this Agreement.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. The NMTF shall provide as set forth herein, at no cost, to Northglenn a 1999 Ford F-350 Pickup, vehicle identification number 1FTSX31S3XEE11394 (the "Vehicle"), for the purpose of conducting police activities including, but not limited to, SWAT Team raids and other police activities within the scope of the Mutual Aid Agreement.

2. This Agreement shall commence upon execution by the parties, and shall expire on December 31, 2009; provided, however, the Agreement shall automatically renew for four additional one (1) year terms unless a Party gives written notice of its intent not to renew this Agreement no less than sixty (60) days prior to its expiration. Following expiration of the renewal periods, this Agreement may be further renewed by written Agreement of the Parties.

3. Northglenn shall obtain liability insurance coverage on the Vehicle, and shall be responsible for physical damage to the Vehicle, including any installed equipment, if any, up to the value of the Vehicle while such Vehicle is in the care, custody and control of Northglenn.

4. This Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the services described herein.

5. This Agreement shall be modified only by written agreement by the Parties.

6. The person or persons signing and executing this Agreement on behalf of each Party do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

By the Parties:

NORTH METRO TASK FORCE,

By and through its host,
THE BROOMFIELD POLICE DEPARTMENT
One Des Combes Drive
Broomfield, CO 80020



Thomas C. Deland, Chief of Police

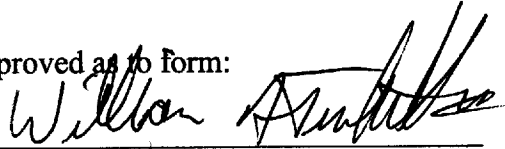
Attest:

BY: Judith A. Keiser

Title: Deputy Clerk



Approved as to form:



Title:

Broomfield City & County Attorney

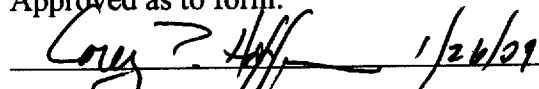
CITY OF NORTHGLENN
11701 Community Center Dr.
Northglenn, Colorado 80233

Kathleen M. Novak
Mayor

Attest:

Johanna Small
City Clerk

Approved as to form:



Corey Y. Hoffmann
City Attorney