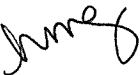
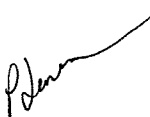


**MANAGEMENT SERVICES MEMORANDUM
#10-2018**

DATE: November 26, 2018

TO: Honorable Mayor Carol Dodge and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Paula Jensen, Director of Management Services 
Tammy Sutton, Municipal Court Supervisor *t.s.*

SUBJECT: CR-139 – Municipal Court Video Services IGA

PURPOSE

Attached to this memorandum is a resolution to adopt an Intergovernmental Agreement (IGA) between the cities of Brighton, Commerce City, Northglenn, Thornton, Westminster and the Adams County Sheriff's Office for the Provision of Municipal Court Video Services to receive video services for defendants in custody at the Adams County Detention Facility. The IGA has been reviewed and approved to form by the City Attorney.

BACKGROUND

Through 2018, Adams County has provided this service at no cost to municipalities. Beginning January 1, 2019, Adams County will no longer absorb these costs, and each municipality will pay according to their usage. This service will allow Adams County and the City of Northglenn to be in compliance with HB17-1338 concerning a requirement for a timely hearing for a defendant in jail with a municipal court hold.

The cost to the City of Northglenn for this service, based on 150 or less inmates, will be \$8,000 for 2019. The City is in the low usage tier. The term of this agreement is January 1, 2019 to December 31, 2019. The IGA may be renewed for up to two (2) one-year renewals.

STAFF RECOMMENDATION

Staff recommends approval of this proposed resolution.

BUDGET/TIME IMPLICATIONS

Funding is appropriated in the 2019 Budget adopted on October 22, 2018.

STAFF REFERENCE

If Council members have any comments or questions they may contact Paula Jensen, Director of Management Services at pjensen@northglenn.org or 303.450.8877 or Tammy Sutton, Municipal Court Supervisor at tsutton@northglenn.org or 303.450.8703.

CR-139 – Municipal Court Video Services IGA
IGA

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-139
Series of 2018

Series of 2018

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 _____, 2018.

CAROL A. DODGE
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, 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 _____, 2018, the effective date, by and between the Cities of Brighton, Commerce City, Northglenn, Thornton, 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 video court 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 pursuant to a schedule determined by the Parties and maintained by Adams County; 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, video court services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 only, pursuant to a schedule determined by the Parties and maintained by Adams County, throughout the term of this IGA; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist the Cities with the performance of said video court services; 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 law enforcement video court security services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30. Adams County shall not be obligated to furnish law enforcement court security video court tasks outside of the times set forth in the schedule determined by the Parties and maintained by Adams County.

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 video court 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 the original completed court documents in the Booking Unit on the same day as the advisal for pick up by the Cities and providing the court documents electronically if requested by the municipality
- Returning municipal offenders to their appropriate locations within the Adams County Detention Facility following the municipal video court 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 the services described herein and the use of detention center space as a courtroom area 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 1st of each calendar year, Adams County will provide cost information and 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
- Hours used for municipal video court services

G. Term. The term of this agreement shall be from January 1, 2019, to December 31, 2019. The Parties may renew this IGA for up to two (2) one-year renewals as mutually agreed upon in writing by the Parties.

H. 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 within fifteen (15) days of being sent written notice that payment was not received within thirty (30) days of the invoice date, the obligations of Adams County under this agreement shall automatically terminate with respect to the non-paying party only, relieving Adams County of any and all obligations herein, with respect to the non-paying party. Termination does not relieve the Cities of their obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. 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.

J. Annual Appropriation. All payments of the Cities under this IGA are subject to annual appropriation of funds by their governing bodies. Therefore, nothing in this IGA shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR amendment.

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
City Manager's Office
500 S 4th Ave
Brighton, CO 80601

With a copy to:
Brighton Municipal Court
c/o Michelle Ramos, Court Administrator
3401 E Bromley Ln
Brighton, CO 80601

Commerce City
Name:
Title:
Address:

Northglenn
Name:
Title:
Address:

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

CITY OF BRIGHTON

By: Kenneth J. Kreutzer Date:
Title: Mayor

ATTEST:

By: Natalie Hoel
Title: City Clerk

Approved as to form:

By: Jack D. Bajorek
Title: City Attorney

CITY OF COMMERCE CITY

By: Brian McBroom Date
Title: City Manager

ATTEST:

By:
Title: City Clerk

Approved as to form:

By:
Title: City Attorney

CITY OF NORTHGLENN

By: Carol Dodge Date
Title: Mayor

ATTEST:

By:
Title: City Clerk

Approved as to form:

By:
Title: City Attorney

CITY OF THORNTON

By: Kevin S. Woods Date
Title: City Manager

ATTEST:

By: Kristen N. Rosenbaum
Title: City Clerk

Approved as to form:

By: Luis A. Corchado
Title: City Attorney

CITY OF WESTMINSTER

By: Don Tripp Date
Title: City Manager

ATTEST:

By: Michelle Parker
Title: City Clerk

Approved as to form:

By: David Frankel
Title: City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Michael McIntosh
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:

City	Usage Tier	Cost per City for Agreement Term
Brighton	Low	\$ 8,000.00
Commerce City	Mid	\$ 15,000.00
Northglenn	Low	\$ 8,000.00
Thornton	High	\$ 25,000.00
Westminster	High	\$ 25,000.00
TOTAL		\$ 81,000.00

USAGE TIERS:

Low: 150 or less inmates per year

Mid: Between 150 and 250 inmates per year

High: 250 or more inmates per year