


**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #2016-10**

DATE: September 26, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager
James S. May, Jr., Chief of Police 

SUBJECT: **CR-103 - OFF-DUTY POLICE STAFFING ASSISTANCE IGA AT PRIVATE EVENTS WITH THE CITY OF COMMERCE CITY**

RECOMMENDATION:

Staff recommends the approval of an Intergovernmental Agreement between Commerce City and the City of Northglenn to provide off-duty law enforcement, security and administrative services at private events occurring within their respective jurisdictions.

BACKGROUND:

From time to time, Commerce City and the City of Northglenn may be unable to fully staff private events that occur within their respective jurisdictions which require an off-duty police officer who is certified as a peace officer by the Colorado Peace Officers Standards and Training Board and qualified to perform law enforcement, security or administrative services.

By entering into this Agreement, the City of Northglenn will be allowing officers to participate for off-duty employment on a voluntary basis with the City of Commerce City, however, we will not be obligated to provide officers for any events. Although officers will be working an assignment in Commerce City, they will remain employees of the City of Northglenn. The Chief of Police, or his designee, shall have the discretion to determine which and how many employees will be permitted to work at any event. Commerce City will provide vehicles, radio equipment and any supplies that may be necessary to work the event. The requesting agency will strive to provide at least fourteen (14) days' notice of an off-duty assignment.

BUDGET/TIME IMPLICATIONS:

The officers, who will receive compensation at rates established by Commerce City, will be paid for their off-duty assignment in their regular paycheck. The City of Northglenn will be reimbursed by Commerce City within thirty (30) days of the completion of an event.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Chief James S. May, Jr., at 303/450-8967, jmay@northglenn.org.

msn

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-103
Series of 2016

Series of 2016

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE CITY AND THE CITY OF NORTHGLENN FOR THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

WHEREAS, the Cities of Commerce City and Northglenn (the "Parties") provide law enforcement, security, and administrative services at private events occurring within their respective jurisdictions; and

WHEREAS, the Parties employ a number of personnel who are certified as peace officers and employees who are qualified to perform administrative services; and

WHEREAS, the Parties wish to enter into an agreement whereby one party may use the services of officers or employees employed by the other party to staff certain private events.

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

Section 1. The Intergovernmental Agreement between the City of Commerce City and the City of Northglenn, attached hereto, for the provision of law enforcement and administrative personnel is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE
CITY AND THE CITY OF NORTHGLENN FOR THE PROVISION OF LAW
ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this _____ day of _____, 201___, the effective date, by and between the City of Commerce City, hereinafter referred to as “Commerce City,” and City of Northglenn hereinafter referred to as “Northglenn”. Commerce City and Northglenn may be referred to herein collectively as “Parties” and individually as “Party.” The Party requesting staffing assistance may be referred to as the “Hosting Agency” and the Party providing staffing may be referred to as the “Assisting Agency.”

WHEREAS, the Parties sometimes provide law enforcement, security and administrative services at private events occurring within the their respective jurisdictions; and

WHEREAS, from time to time the Parties may be unable to fully staff these events using their own law enforcement personnel and may wish to obtain law enforcement and security services from certified peace officers and/or administrative services from employees from other jurisdictions; and

WHEREAS, the Parties employ a number of personnel who are certified as peace officers (herein referred to as “officers”) by the Colorado Peace Officers Standards and Training Board and employees who are qualified to perform administrative services (“employees”); and

WHEREAS, the Parties wish to enter into an agreement whereby one Party may use the services of officers or employees (herein referred to as “Assigned Employees”) employed by the other party to render, as applicable, law enforcement, security or administrative services at specific facilities or locations and at various times as specifically designated by either Party throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into an agreement to provide each other with officers or employees to provide, as applicable, law enforcement, security and administrative services upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, the 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. Requests for Staffing. The Hosting Agency shall initiate a written request to the Assisting Agency’s designated coordinator by facsimile, e-mail, U.S. mail, or an online system that has been mutually agreed upon. The Parties recognize that advance notice will improve the chances that the Requesting Agency will be able to obtain the necessary personnel and, as such, will strive to provide requests at least fourteen (14) days before the Assigned Employees are needed.

C. Notification to and Allocation of Staff. Upon receipt of a request from the Hosting Agency, the Assisting Agency shall notify its officers and/or employees of the opportunity to work the Event for which it has received the request. The Assisting Agency shall not be obligated to furnish officers pursuant to this IGA but only to allow officers to participate on a voluntary basis. The Assisting Agency shall have the discretion to determine which and how many of its employees will be allowed to apply for assignments at Events and how many employees it will permit to work at any Event.

D. Event Command. Command and control for all events occurring within the jurisdiction of the Hosting Agency pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of the Hosting Agency. The Hosting Agency shall lead any investigation related to incidents or complaints involving an Assigned Employee occurring at or related to the Assigned Employee’s behavior at an Event and the Assisting Agency shall assist and cooperate in such investigation. The Hosting Agency shall notify the Assisting Agency of any incidents involving an Assigned Employee.

E. Uniforms, Equipment and Supplies. While working an Event, Assigned Employees shall wear their agency’s official standard patrol uniform and may carry any equipment authorized by their respective agency, unless otherwise directed by the Hosting Agency. The Assisting Agency will supply radio equipment to all of its Assigned Employees. The Hosting Agency will make available to Assigned Employees forms, supplies or equipment that is specific and/or necessary to work the Event. Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the Parties and Assigned Employees in performance of their responsibilities shall remain with or be returned to the owner of such property.

F. Assigned Employee Responsibilities. Assigned Employees who are peace officers shall be responsible for the enforcement of Hosting Agency’s ordinances, state and federal statutes, and any arrests or other activities related thereto as well as providing security and administrative services for and on behalf of the operator of the private event. Assigned Employees who are not peace officers shall be responsible for providing administrative and/or security services as directed by the Hosting Agency on behalf of the operator of the private event. Assigned Employees shall be responsible for completing the appropriate reports and forms necessary to conclude an incident in accordance with Hosting Agency’s policies and procedures, unless directed to the contrary by a supervising official.

G. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Assisting Agency and nothing herein shall be deemed to make an Assigned Employee participating hereunder an employee of the Hosting Agency for any purpose, including but not limited to, workers’ compensation coverage under the Worker’s Compensation Act of Colorado. While performing within the course and scope of this agreement, an Assigned Employee shall be and remain an employee of their respective agency for purposes of application of the Worker’s Compensation Act and otherwise pursuant to the Assigned Employee’s employment with their respective agency.

H. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of their home agency. 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 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.

I. POST Certification and Compliance. Each Party shall be responsible for ensuring that its employees comply with all requirements mandated by the Colorado Peace Officer Standards and Training Board and state law.

J. Fees.

1. Assigned Employees. The Hosting Agency shall pay the Assisting Agency for Assigned Employees at rates established by the Hosting Agency.

2. Vehicles. If the Assisting Agency provides the use of any vehicle or equipment, the cost will be based on current hourly rates published by the Federal Emergency Management Administration.

3. Administrative. The Hosting Agency agrees to reimburse the Assisting Agency at a rate of 3% of the personnel costs for the administration of this agreement.

K. Payment. The Hosting Agency shall pay the Assisting Agency all fees incurred in conjunction with Paragraph J within thirty (30) days of the completion of the Event. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving the Assisting Agency of any and all obligations herein. Termination does not relieve the Hosting Agency of its obligation to pay the Assisting Agency for costs of previously Assigned Employees or equipment under this agreement.

L. Emergency Recall. In the event of an emergency occurring in the Assisting Agency's jurisdiction, which determination shall be made at the sole discretion of the Assisting Agency, and away from the Event that requires the services of any Assigned Employee, the Assigned Employee(s) shall be released immediately by the Hosting Agency, from this IGA and from any covenants contained herein. Thereafter, such Assigned Employee's activities shall be the sole responsibility of the Assisting Agency and shall not be subject to the terms of this IGA. If practicable, and if the public health, safety and welfare are not endangered, the Assisting Agency shall notify the Hosting Agency of the Assigned Employee's assignment to such other duties. The Hosting Agency hereby acknowledges that an Assigned Employee may be so called into active duty by the Assisting Agency for any reason and thereby withdrawn from this IGA. The Hosting Agency voluntarily waives any and all claims, causes of actions, or suits, or actions of any kind whether in law or equity based upon any legal theory arising out of or associated with such removal.

M. Indemnification. To the extent permitted by law, the Hosting Agency shall indemnify, defend, save and hold harmless the Assisting Agency, its departments, agencies, boards, commissions, officers, officials, agents, and employees ("Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts of the Assigned Employees. Nothing in this IGA is meant to waive the Parties' protections pursuant to the Colorado Governmental

Immunity Act.

N. Media Releases and Public Record Requests. Any release of information to the media, other than a public records request, regarding an Event or any activities under this Agreement shall be determined by the Hosting Agency after receiving input from the Assisting Agency. No unilateral media releases will be distributed by the Assisting Agency without the prior approval of Hosting Agency. The Assisting Agency shall provide a copy of any public record request regarding any Event to which it has provided Assigned Employees to the Hosting Agency prior to the release of any record.

O. Entire Agreement. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter of this Agreement. 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 both Parties, and no amendment shall be binding or effective unless a written amendment is so executed.

P. Severability. The provisions of this Agreement 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 Agreement which may remain in effect without the invalid provision or application.

Q. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

R. Termination. Either Party may, at any time, terminate this Agreement by giving the other Party not less than sixty (60) days prior written notice.

S. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

T. 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:

Commerce City

Lowell Richardson
Interim Chief of Police
7887 E 60th Avenue
Commerce City, CO 80022

Northglenn

James S. May, Jr.
Chief of Police
11701 Community Center Drive
Northglenn, CO 80233

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

above.

CITY OF COMMERCE CITY

Lowell Richardson, Interim Chief of Police

ATTEST:

Laura J. Bauer, MMC, City Clerk

Approved as to form:

City Attorney

CITY OF NORTHGLENN

Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

Approved as to form:

Corey Y. Hoffmann, City Attorney