

POLICE MEMORANDUM
#12-2024

DATE: Nov. 25, 2024
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: James S. May, Jr., Chief of Police *JSM/217*
SUBJECT: CR-151 – 2025 Police Department Records Terminal Guard IGA

PURPOSE

To consider CR-151, a resolution approving an Intergovernmental Agreement (IGA) between the City and the Adams County Sheriff's Office (ACSO) to provide administrative services to the Police Department.

BACKGROUND

The Records Division of the Police Department is not staffed after 10:00 p.m. daily. Therefore, the City contracts with the ACSO to provide administrative services from 10 p.m. to 6 a.m., which includes monitoring the Colorado Crime Information Center (CCIC)/National Crime Information Center (NCIC) terminal. The 2025 IGA with ACSO continues that arrangement.

CCIC is a computerized information system for state criminal justice agencies. The mission is to provide and maintain accurate and timely documented criminal justice information to prevent crime and protect life and property. NCIC is an electronic clearinghouse of crime data that can be accessed by virtually every criminal justice agency nationwide. The Police Department must monitor the CCIC/NCIC terminal 24 hours per day and respond to a 'request of a wanted article or person' within 10 minutes for officer safety purposes. Failure to do so can result in non-compliance of the City's terminal with the Colorado Bureau of Investigation. This IGA fulfills statutory requirements to monitor the records terminal.

ACSO performed 5,224 terminal related activities for Northglenn from April 2023 to March 2024, which is 35% of all activities ACSO handled for other agencies during that period. The cost to each agency is determined by their percentage of total use.

BUDGET/TIME IMPLICATIONS

The cost to continue the administrative services with the ACSO for 2025 is \$61,846.78, an increase of \$3,534.10. These funds are included in the 2025 budget. There are no time implications.

STAFF RECOMMENDATION

Staff recommends approval of CR-151.

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.

ATTACHMENT

1. 2025 Records Terminal Coverage letter

CR-151 – 2025 Police Department Records Terminal Guard IGA

ATTACHMENT 1

Below is the estimate for 2025 based on the current usage and projected costs for the Records Terminal Coverage IGA:

April 2023 - March 2024	Brighton PD	Northglenn PD	Commerce City PD
Impounded Entries	27	61	424
Private Tow/Repo Entries	667	1096	437
Recovered Steals	48	151	201
Stolen Entries	38	71	122
Warrant Activities	302	776	459
Missing Persons/Runaway Entries	32	58	94
Misc. CBI Activities	362	473	398
Officer Assist (brief note below)	83	94	65
ATL/BOLO/Crime & Misc. CBI Msgs	2231	2444	3561
Total	3790	5224	5761
Percent of Total	(26%)	(35%)	(39%)

FY2024 Cost/Agency

Northglenn (35%)	\$61,846.78
Commerce City (39%)	\$68,914.99
Brighton (26%)	\$45,943.33
	\$176,705.10

For the 12 months of April 2023 through March 2024, the Adams County Sheriff's Office Records section performed 5,224 activities for Northglenn PD. This total represents 35% of the Adams County Sheriff's Office's activities for outside agencies in the same period. In the calendar year 2024, Northglenn paid 33% of the total cost. Based on the 2% increase reflected in the above usage statistics, the cost to Northglenn PD for record terminal coverage in 2025 is estimated at 35%, totaling \$61,846.78.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-151
Series of 2024

Series of 2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ADAMS COUNTY SHERIFF'S OFFICE AND THE CITY OF NORTHGLENN FOR THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

WHEREAS, the Northglenn Police Department has requested administrative services be provided by the Adams County Sheriff's Office;

WHEREAS, Adams County employs personnel who are qualified and able to assist the City of Northglenn with the performance of administrative services; and

WHEREAS, the parties wish to enter into an agreement for law enforcement related administrative records support.

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

Section 1. The Intergovernmental Agreement between the Adams County Sheriff's Office 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 _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN
AND THE ADAMS COUNTY SHERIFF’S OFFICE FOR THE PROVISION OF LAW
ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this _____ day of _____, 2024, the effective date, by and between the City of Northglenn, hereinafter referred to as “Northglenn,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. Northglenn and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Northglenn has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs only, every day of the year; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist Northglenn with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Northglenn may use the services of Adams County employees (herein referred to as “Assigned Employees”) to render, as applicable, administrative services during the hours of 2200hrs and 0600hrs 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 law enforcement related administrative records support 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. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs only, every day of the year, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

C. Assigned Employee Responsibilities. Assigned Employees who are titled Records Specialists shall be responsible for handling administrative support for and on behalf of Northglenn during the times listed herein. The administrative support responsibilities shall include, but are not limited to the following:

- NCIC and CCIC terminal monitoring
- Hit confirmations
- Warrant, Person(s), Vehicle(s), Property and other entries & clearances as needed
- Impounds and Private Tows
- Notifications

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 Northglenn for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and 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 Chief 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. Assigned Employees. Northglenn shall pay Adams County for administrative services at the rate of \$61,846.78/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Northglenn. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1st of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

- Phone/Email (including nature of request)
- Locates/Cancel/Confirmations
- Impounds/Repo/Private Tows
- NCIC/CCIC Entries/Clearances

G. Term. The term of this agreement shall be from January 1, 2025, to December 31, 2025.

H. Payment. By the 15th of each month, Adams County shall submit an invoice to Northglenn for 1/12 of the amount stated in Paragraph F for services provided the previous month. Northglenn 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 Northglenn of its obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Indemnification. To the extent permitted by law, Northglenn shall indemnify, defend, save and hold harmless Adams County, 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.

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

CITY OF NORTHGLENN

Meredith Leighty, Mayor

ATTEST:

Johanna Small, City Clerk

Approved as to form:

Corey Y. Hoffmann, City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name

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

Chair

Date

ATTEST:

Deputy Clerk

Approved as to form:

Laura King

Adams County Attorney's Office