

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT ADMINISTRATIVE RECORDS SUPPORT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this _____ day of _____, 2017, by and between the City of Commerce City ("Requesting Agency") and Adams County Sheriff's Office ("Adams County"). The Requesting Agency and Adams County may be referred to herein collectively as "Parties" and individually as "Party."

WHEREAS, in accordance with C.R.S. 29-1-203, local governments may cooperate or contract with one another to provide services; and

WHEREAS, the Requesting Agency has requested law enforcement administrative services be provided by Adams County; and

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

WHEREAS, the Parties anticipate that other law enforcement agencies will request, and Adams County will provide, similar administrative services;

WHEREAS, the Parties intend that Adams County should be made whole for the costs of providing such administrative services based on the proportional usage of such services by the various agencies; and

WHEREAS, the Parties wish to enter into an agreement whereby the Requesting Agency may use the services of Adams County to provide administrative services;

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. Administrative Records Services. Adams County shall provide law enforcement administrative records services using Records Specialists to the Requesting Agency during the hours of 2200hrs and 0600hrs daily (including weekends and holidays), 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. 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

Adams County will track the usage of all agencies receiving similar administrative services using the following categories:

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

C. Fees & Reporting. For the first year of this IGA, the Requesting Agency shall pay Adams County a fee of \$66,200.00 within thirty (30) days of execution of this IGA. This fee shall be adjusted annually as necessary to reflect the costs for providing administrative services to the Requesting Agency and the proportional usage of all agencies receiving similar services from Adams County. No later than May 1 of each calendar year, Adams County will provide the Requesting Agency with: (1) an annual usage analysis for the prior year of each of the agencies receiving similar services; and (2) a statement of the proposed fee for the following year based on such proportional usage and any increased costs of Adams County to provide the administrative services.

D. Adjustment of Fee. If, during any year, any additional agencies receive or cease receiving similar services, Adams County will recalculate the fee payable based on the proportional usage and make such refunds or assessments as necessary.

E. Payment. The Requesting Agency shall pay Adams County the annual fee due under this IGA no later than November 1 of each year. Non-payment constitutes a material breach of this IGA and unless corrected, this IGA shall automatically terminate, relieving Adams County of any and all obligations under this IGA.

F. Term. This IGA shall be effective from January 1, 2017 through December 31, 2017. This IGA shall renew for an additional one (1) year upon the payment of the fee payable for the following year, as determined in this IGA.

G. Termination. Either Party, through the Sheriff or the Chief of Police or executive, may terminate this IGA for any reason by providing thirty (30) days written notice to the other Party. If this IGA is terminated by either Party, Adams County will refund Commerce City a pro-rated amount of fees paid for the remaining portion of the term remaining after the effective date of termination.

H. Employment Status of Assigned Employees. The Parties agree that Adams County employees performing work under this IGA shall be and remain employees of Adams County Sheriff's Office and nothing herein shall be deemed to make any of them an employee of the Requesting Agency for any purpose, including but not limited to, wages, taxes, workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, pension or retirement benefits, and other benefits.

I. Rules of Conduct. The Parties agree that employees performing work under this IGA 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 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.

J. Indemnification. To the extent permitted by law, the Requesting Agency shall

indemnify, defend, save and hold harmless the Adams County, its departments, agencies, boards, commissions, officers, officials, agents, and employees (“Indemnatee”) 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 its employees performing work under this IGA. Nothing in this IGA is meant to waive the parties’ protections pursuant to the Colorado Governmental Immunity Act.

K. 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 IGA shall constitute a part of the agreement. All amendments to this IGA shall be in writing and executed by both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

L. 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.

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

N. Non-Appropriation. The Parties agree and acknowledge that based on the Parties’ ability to terminate this IGA, this IGA does not constitute a multiple fiscal year debt or financial obligation of any Party.

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

P. 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:

Requesting Agency

Name:

Title:

Address:

Adams County

Name:

Title:
Address:

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

CITY OF COMMERCE CITY

Sean Ford, Mayor

ATTEST:

Laura J. Bauer, MMC, City Clerk

Approved as to form:

City Attorney

ADAMS COUNTY SHERIFF'S OFFICE

Sheriff

Printed Name