

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE
CITY 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 _____, 2020, the effective date, by and between the City of Commerce City, hereinafter referred to as "Commerce City," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Commerce City and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Commerce City 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 Commerce City with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Commerce City 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 Commerce City 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 Commerce City 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. Commerce City shall pay Adams County for administrative services at the rate of \$64,256.40/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Commerce City. 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, 2021 to December 31, 2021.

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

I. Indemnification. To the extent permitted by law, Commerce City 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.

J. 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 both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

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

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:

Commerce City

Name: Clint Nichols
Title: Chief of Police
Address: 7887 E. 60th Avenue
Commerce City, CO 80022

Adams County

Name: Stephanie Brandt
Title: Operations Supervisor
Address: 4430 S Adams County Pkwy
1st Floor, Suite W5400
Brighton, Co 80601

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

CITY OF COMMERCE CITY

DocuSigned by:

Clint Nichols

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Chief of Police

ATTEST:

DocuSigned by:

Dylan Gibson

798CD14FB5714B1...

City Clerk

Approved as to form:

DocuSigned by:

Mark R. Hise

B9B9238F9DED45F...

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:

Adams County Attorney’s Office