

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF AURORA,
BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, 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 6th day of June, 2021, the effective date, by and between the Cities of Aurora, Brighton, Commerce City, Federal Heights, 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 the 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, 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 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, 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 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 court documents in the Booking Unit for pick up by the Cities
- 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 administrative services 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 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, 2021 to December 31, 2021. The Parties may renew this IGA for up to two, 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, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. 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.

Adams County

Name: Stephanie Brandt
Title: Operations Manager
Address: 4430 S. Adams County Parkway,
Suite W5400
Brighton, CO 80601

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

CITY OF AURORA

By: _____ Date: _____
Title: City Manager

ATTEST:

By:
Title: City Clerk

APPROVED AS TO FORM:

By:
Title: City Attorney

CITY OF BRIGHTON

By: Gregory Mills Date: _____
Title: Mayor

ATTEST:

By: Natalie Hoel
Title: City Clerk

APPROVED AS TO FORM:

By: Lena McClelland
Title: Acting City Attorney

CITY OF COMMERCE CITY

By: _____ Date: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Title: City Attorney

CITY OF FEDERAL HEIGHTS

By: _____ Date: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Title: City Attorney

CITY OF NORTHGLENN

By: Meredith Leighty Date:
Title: Mayor

ATTEST:

By:
Title: City Clerk

APPROVED AS TO FORM:

By:
Title: City Attorney

CITY OF THORNTON

By: Date:
Title: City Manager

ATTEST:

By:
Title: City Clerk

APPROVED AS TO CONTENT:

By:
Title: Chief of Police

APPROVED AS TO FORM:

By:
Title: City Attorney

APPROVED AS TO INSURANCE
PROVISIONS:

By:
Title: Risk Manager

ADAMS COUNTY SHERIFF'S OFFICE

By: Richard Reigenborn
Title: Sheriff

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

By: _____ Date: _____
Title: Chair

ATTEST:

By: _____
Title: Deputy Clerk

APPROVED AS TO FORM:

By: _____
Title: Adams County Attorney's Office

Exhibit A

CITY	Aurora	Brighton*	Commerce City*	Federal Heights	Northglenn*	Thornton*	Westminster*	Total
2019 Video Court Advisal Numbers	363	104	159	60	77	422	316	1,501
Annual Cost: Percentage of Use		\$8,119.97	\$15,108.46		\$7,587.51	\$25,092.03	\$25,092.03	
Video Court Advisal's (COVID) 2020 Jan-Apr	XXX	18	27	XXX	16	86	99	
Percentage Advisal 2019 Jan -Apr	24.20%	6.90%	10.60%	4.00%	5.10%	28.10%	21.10%	100.00%
Annual Cost: Tiers	\$19,588.94	\$5,612.26	\$8,580.28	\$3,237.84	\$4,155.23	\$22,772.82	\$17,052.63	\$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

*Because of the limited Video Court Services used in 2020 Adams County will provide a full credit for 2021 services to **Brighton, Commerce City, Northglenn, Thornton, and Westminster.**