

**RESOLUTION NO. 24-10**

**INTRODUCED BY:  
Council Member Jensen  
Council Member DeVries**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF, BRIGHTON, COMMERCE CITY, NORTHGLENN, THORNTON, FEDERAL HEIGHTS, WESTMINSTER, AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF MUNICIPAL COURT VIDEO SERVICES**

WHEREAS, the above Parties desire to enter into an Intergovernmental Agreement ("IGA") so that the Cities may use the services of Adams County Sheriff's Office employees to render, as applicable, municipal court video services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 and Saturday between the hours of 08:00 and 14:30, as specifically designated by Adams County Sheriff's Office throughout the term of the IGA; and


WHEREAS, Adams County Sheriff's Office employs personnel who are qualified and able to assist the Cities with the performance of the municipal court video services; and

WHEREAS, the Parties seek 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 set forth in the IGA.

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

The Intergovernmental Agreement between the Cities of Brighton, Commerce City, Northglenn, Thornton, Federal Heights, Westminster, and the Adams County Sheriff's Office for the provision of Municipal Court Video Services is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the City.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, THE 19<sup>th</sup> DAY OF March 2024.

  
Linda S. Montoya, Mayor

ATTEST:

  
Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:

  
William A. Hayashi, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BRIGHTON,  
COMMERCE CITY, NORTHGLENN, THORNTON, FEDERAL HEIGHTS,  
WESTMINSTER AND THE ADAMS COUNTY SHERIFF’S OFFICE FOR THE  
PROVISION OF MUNICIPAL COURT VIDEO SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the effective date, by and between the Cities of Brighton, Commerce City, Northglenn, Thornton, Federal Heights, and Westminster, hereinafter referred to as the “Cities,” and the Adams County Sheriff’s Office hereinafter referred to as “Adams County”. The Cities and Adams County may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Cities have requested municipal court video 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, and Saturday between the hours of 08:00 and 14:30 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 municipal court video 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, municipal court video services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30 and Saturday municipal court video services between the hours of 08:00 and 14:30 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 municipal court video services during the days of Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 12:30 and 16:30. Saturday municipal court video services shall be provided between the hours of 08:00 and 14:30. Adams County shall not be obligated, but will attempt to accommodate, municipal court video services outside of the times set forth in the following schedule determined by the Parties and maintained by Adams County as follows:

City	Weekday Schedule	Saturday Schedule
Brighton	Tuesday & Friday 1400 - 1500	0800-1000
Westminster	Monday – Thursday 1530 – 1630	1000 - 1430
Commerce City	Wednesday & Thursday 1400 – 1430	None
Northglenn	Tuesday & Thursday 1330 – 1400	None
Thornton	Monday/Tuesday/Thursday 1230 – 1325	None
Federal Heights	Wednesday Only 1330 – 1430	None

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 municipal court video 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; and
- Returning municipal offenders to their appropriate locations within the Adams County Detention Facility following the municipal court video 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 1<sup>st</sup> 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

G. Term. The term of this agreement shall be from January 1, 2024, through December 31, 2024. The Parties may renew this IGA for up to two, one-year renewals as mutually agreed upon in writing by the Parties.

H. No Multiple Fiscal-Year Obligation. Nothing herein shall be construed to constitute an obligation of City or District in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the parties which extend beyond the current fiscal year are subject to appropriation. The failure to appropriate funds shall be a defense to any claim against any non-appropriating party.

I. 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.

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 the 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. Adams County or any Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of their share of the annual cost of providing municipal court video services.

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:

Brighton  
Name: Michelle Ramos  
Title: Court Administrator  
Address: 3401 E Bromley Lane, Brighton, CO 80601

Commerce City  
Name: Maya Kiesnowski  
Title: Municipal Court Administrator  
Address: 7887 E. 60<sup>th</sup> Avenue, Commerce City, CO 80022

Northglenn  
Name: Jason Johnson  
Title: Court Supervisor  
Address: 11701 Community Center Drive  
Northglenn, CO 80233

Thornton  
Name: Diane Maes  
Title: Court Administrator  
Address: 9551 Civic Center Drive, Thornton, CO 80229

Westminster  
Name: Brian Poggenklass  
Title: Court Administrator  
Address: 3030 Turnpike Drive, Westminster, CO 80030

Federal Heights  
Name: Lucy Martinez  
Title: Municipal Court Administrator  
Address: 2380 W 90<sup>th</sup> Ave, Federal Heights, CO 80260

Adams County

Name: Stephanie Brandt  
Title: Operations Manager - Finance  
Address: 4430 S Adams County Parkway  
1<sup>st</sup> Floor, Suite W5400  
Brighton, Co 80601

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

**CITY OF BRIGHTON**

\_\_\_\_\_  
By: Michael Martinez                      Date:  
Title: City Manager

ATTEST:

\_\_\_\_\_  
By: Natalie Hoel  
Title: City Clerk

Approved as to form:

\_\_\_\_\_  
By: Alicia Calderon  
Title: City Attorney

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
By: Jason Rogers                      Date  
Title: City Manager

ATTEST:

\_\_\_\_\_  
By: Dylan Gibson  
Title: City Clerk

Approved as to form:

\_\_\_\_\_  
By:  
Title: City Attorney

**CITY OF FEDERAL HEIGHTS**



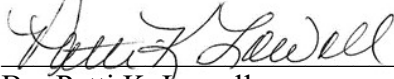
**3/19/2024**

By: Linda S. Montoya

Date

Title: Mayor

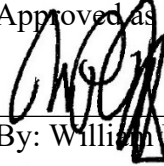
ATTEST:



By: Patti K. Lowell

Title: City Clerk

Approved as to form:



By: William P. Hayashi

Title: City Attorney

**CITY OF WESTMINSTER**

By: Mark Freitag

Date

Title: City Manager

ATTEST:

By: Abby Fitch

Title: City Clerk

Approved as to form:

By: David Frankel

Title: City Attorney



**CITY OF NORTHGLENN**

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By: Meredith Leighty Date  
Title: Mayor

ATTEST:

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By: Johanna Small, CMC  
Title: City Clerk

Approved as to form:

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By: Corey Y. Hoffmann  
Title: City Attorney

**CITY OF THORNTON**

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By: Kevin Woods Date  
Title: City Manager

ATTEST:

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By: Kristen N. Rosenbaum  
Title: City Clerk

APPROVED AS TO CONTENT:

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By: Terrence Gordon  
Title: Chief of Police

APPROVED AS TO FORM:

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By: Tammy Yellico  
Title: City Attorney

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
By: William Rush,  
Title: Risk Manager

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
By: Gene Claps  
Title: Sheriff

\_\_\_\_\_  
Printed Name

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

ATTEST:

\_\_\_\_\_  
By: Emma Pinter    Date  
Title: Chair

\_\_\_\_\_  
By: Erica Hannah  
Title: Deputy Clerk

Approved as to form:

\_\_\_\_\_  
By: Kasandra Carleton  
Adams County Attorney's Office

EXHIBIT A:

<b>City</b>	<b>Usage Tier</b>	<b>Cost per City for Agreement Term</b>
Brighton	Low	\$8,000.00
Commerce City	Low	\$8,000.00
Federal Heights	Low	\$8,000.00
Northglenn	Low	\$8,000.00
Thornton	High	\$25,000.00
Westminster	High	\$25,000.00

\$82,000.00

USAGE TIERS:

Low: 150 or less inmates per year

Mid: Between 150 and 250 inmates per year

High: 250 or more inmates per year