

Agenda Item No. CA-e
MeetingDate: 09-28-2020

Subject: Consideration and Approval of An Agreement with Weld County to Provide Guard Terminal Services for the City of Dacono.

Presented by: Matthew B. Skaggs
Chief of Police

Background: For many, many years the City of Greeley has provided the Dacono Police department guard terminal services and always at no cost. The original agreement was during a time when doing so was very inconsequential due to the size of our agency and Weld County in general.

Any law enforcement agency that has an active ORI (Originating Agency Identifier) for access to CCIC/NCIC (Colorado and national crime information centers) must “guard” the terminal 24 hours/7 days a week so as to be able to confirm warrants, stolen property, take teletypes and a variety of other similar functions, 24 hours/7 days a week. Since we don’t have 24 hour/7 day a week office personnel or a stand-alone terminal at which to monitor activity, we must have another agency guard our terminal for incoming activity.

In 2020 due to significant personnel costs incurred by the The City of Greeley to provide guard terminal services for numerous agencies in Weld County, we paid a significant fee for this service. Also in 2020, we were informed by the City of Greeley that they no longer wished to do this. As such, the Weld County Sheriff and the Weld County regional communications center worked it out to where the communications center will guard the terminal for the Weld County Sheriff’s terminal and any other municipality who wants them to provide guard terminal services. So I jumped on it. Really our only option when it comes to practicality. Our cost is about \$3000.00 for the first year, 2021. Costs may or may not increase based on the metric used in the agreement.

Recommended Action: Approval of Resolution 20-89, Approving An Agreement with Weld County to Provide Guard Terminal Services for the City of Dacono.

RESOLUTION NO. 20-89

A RESOLUTION 20-89 APPROVING THE WELD COUNTY GUARD TERMINAL SERVICES AGREEMENT BETWEEN THE COUNTY OF WELD AND THE CITY OF DACONO

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

Section 1. The Weld County Guard Terminal Services Agreement between the County of Weld and the City of Dacono, a copy of which accompanies this resolution (the “Agreement”), is hereby approved. The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 28th day of September, 2020.

CITY OF DACONO, COLORADO

Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

WELD COUNTY GUARD TERMINAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of September, 2020, by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 “O” Street, Greeley, Colorado 80631, on behalf of the Weld County Sheriff’s Office, hereinafter referred to as “WCSO”, and the City of Dacono, a Colorado home rule municipal corporation, hereinafter referred to as “City”.

WHEREAS, the WCSO Records (“Records”) can provide City with Guard Terminal Services as described in this Agreement, and

WHEREAS, the City has the need to use these services, and agrees to compensate WCSO for its costs to provide the services as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Term and Termination.** The term of this MOU shall be from January 01, 2021 - December 31, 2021 and shall be renewed automatically on an annual basis thereafter unless sooner terminated by either party in writing served upon the other party no later than sixty (60) days prior to the expected date of termination.
2. **Guard Terminal Services.** The Guard Terminal Services allow an authorized user, including the Police Department of the City, to make entries into the Colorado Crime Information Center (CCIC) / National Crime Information Center (NCIC) databases. In coordination with the Weld County Department of Public Safety Communications, Records will make available the Guard Terminal Services to City, and will track City’s number of entries into the CCIC/NCIC databases.
3. **Cost and Invoicing.** City agrees to reimburse WCSO for the costs of providing the Guard Terminal Services. WCSO will provide an invoice to City annually based upon the number of entries into the CCIC/NCIC databases. Each “entry” into the system shall be designated as a “transaction”. Data removal from the system shall not constitute a transaction. Failure to pay undisputed invoices within thirty (30) days shall entitle WCSO to revoke the City’s access to the services. The billing for such entries shall be averaged for the two previous calendar years, in a tiered manner as provided below:

Entries	Cost
0 – 9	\$500
10 – 19	\$750
20 – 49	\$1,500
50 – 99	\$3,000
99 – 149	\$6,000
150 – 199	\$7,500
200 – 249	\$9,000

4. **Notices.** Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid. Any notice mailed and/or served as set forth above, shall be deemed delivered and effective upon receipt or delivery.
5. **No Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
6. **Non-Assignment.** Neither party may assign any rights under this Agreement to any other person or entity.
7. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.
8. **Compliance with Law.** All parties shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, related to the subject matter of this Agreement.
9. **Non-Exclusive Agreement.** This Agreement is nonexclusive and WCSO may provide the Services described herein to other persons or entities as permitted by law.
10. **Entire Agreement/Modifications.** This Agreement including the Exhibits attached hereto and incorporated herein (if any), contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.
11. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.
12. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
13. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any

entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

14. **Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, the parties agree that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

15. **Acknowledgment.** WCSO and the City acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 28th day of September, 2020.

CITY:
CITY OF DACONO

By: _____
Joe Baker, Mayor

Date _____

ATTEST:

Valerie Taylor, City Clerk

WELD COUNTY:
ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: _____
Deputy Clerk to the Board

Mike Freeman, Chair

APPROVED AS TO FORM:

WELD COUNTY SHERIFF:

County Attorney

Steve Reams