

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 23
Series of 2010

TITLE: A RESOLUTION APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT CONCERNING AN AUTO THEFT TASK FORCE AMONG WHEAT RIDGE, ARVADA, LAKEWOOD, DENVER, THE JEFFERSON COUNTY SHERIFF'S OFFICE, AND THE DISTRICT ATTORNEY FOR THE FIRST JUDICIAL DISTRICT OF COLORADO

WHEREAS, in October of 2009, the cities of Wheat Ridge (the "City"), Arvada and Lakewood and the District Attorney for the First Judicial District of Colorado and the Jefferson County Sheriff's Office entered into an Intergovernmental Agreement to establish a Jefferson County Regional Auto Theft Task Force (the "IGA"); and

WHEREAS, the City and County of Denver has expressed its desire to become a party to the IGA for purposes of participating in said task force and expanding its operation to include Denver's jurisdiction; and

WHEREAS, the parties to the IGA wish to consent to the addition of Denver as a party and to the expansion of the operative scope of said task force; and

WHEREAS, pursuant to Section 14.2 of the City's Home Rule Charter, the City Council must approve, by resolution or ordinance, intergovernmental agreements; and

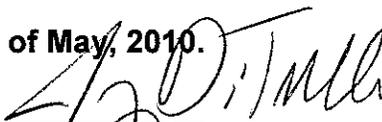
WHEREAS, the City Council therefore desires to approve the First Amendment to the IGA, as further set forth in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Wheat Ridge City Council that:

Section 1. The First Amendment to the Intergovernmental Agreement among the Cities of Arvada, Lakewood, and Wheat Ridge, the District Attorney for the First Judicial District of Colorado, the Jefferson County Sheriff's Office, and the City and County of Denver to Establish a Metropolitan Auto Theft Task Force, attached to this Resolution and incorporated herein by reference, is hereby approved.

Section 2. The Wheat Ridge Chief of Police is hereby authorized to execute and approve future amendments to the IGA when such amendments are for the sole purpose of adding additional parties to the IGA, as provided in Section 3.6 of the amended IGA.

DONE AND RESOLVED THIS 24th day of May, 2010.



Jerry DiTullio, Mayor

ATTEST: 

Michael Snow, City Clerk

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AMONG
THE CITIES OF ARVADA, LAKEWOOD, AND WHEAT RIDGE, THE DISTRICT
ATTORNEY FOR THE FIRST JUDICIAL DISTRICT OF COLORADO,
THE JEFFERSON COUNTY SHERIFF'S OFFICE, AND THE CITY AND COUNTY
OF DENVER TO ESTABLISH A METROPOLITAN AUTO THEFT TASK FORCE

This First Amendment to the Intergovernmental Agreement is made and entered into this ____ day of _____ 2010 by and among the Cities of Arvada, Lakewood, and Wheat Ridge, the District Attorney for the First Judicial District of Colorado, Jefferson County, on behalf of the Jefferson County Sheriff's Office, and the City and County of Denver.

WHEREAS, an Intergovernmental Agreement for a regional auto theft task force was entered into October 2009; by the cities of Arvada, Lakewood, and Wheat Ridge, the District Attorney for the First Judicial District of Colorado, Jefferson County, on behalf of the Jefferson County Sheriff's Office; and,

WHEREAS, the City and County of Denver was not an original party to the Intergovernmental Agreement; and

WHEREAS, the City and County of Denver, a municipal corporation of the State of Colorado("Denver"), wishes to be added as a Party to the Intergovernmental Agreement; and

WHEREAS, Paragraph 3.6 authorizes amendments to the Intergovernmental Agreement to add counties and cities contiguous to Jefferson County who wish to join this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties that the following paragraphs of the Intergovernmental Agreement shall be amended to read as follows:

1.0 PARTIES: This Agreement is made and entered into by and between the Cities of Arvada, Lakewood, and Wheat Ridge, the District Attorney for the First Judicial District of Colorado, and Jefferson County, on behalf of the Jefferson County Sheriff's Office, and the City and County of Denver (hereinafter referred to collectively as the "Parties" and individually as a "Party").

2.0 RECITALS:

2.6 The Parties desire to establish and implement a Metropolitan Auto Theft Task Force (hereinafter referred to as the "Task Force").

2.8 Establishment of an Intergovernmental Agreement serves a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Denver metropolitan area.

3.0 TERMS AND CONDITIONS

3.2 d Exception: Notwithstanding the language in this Section 3.2, this Agreement does not grant arrest powers in Denver to officers or deputies of any agency except those officers who are members of the Denver Police Department, except in accordance with Colorado law, as may be modified from time to time.

3.3 d. The Lakewood Police Department shall be the official custodian of Task Force criminal justice records for criminal conduct prosecuted in Jefferson County and the Denver Police Department shall be the official custodian of Task Force criminal justice records for criminal conduct prosecuted in the City and County of Denver. The Lakewood Police Department and the Denver Police Department are empowered to release said records in compliance with the Colorado Criminal Justice Records Act (C.R.S. 24-72-301 et seq.) Member Parties may release any Task Force criminal justice records that are records of that Party or in accordance with established Denver Police Department evidence and property procedures when the seizure is a result of a Denver investigation.

3.3 i. A Governing Board shall be created to establish policies, rules and procedures and promulgate such, and oversee operational and administrative matters of concern to the Task Force, referred to as the "Governing Board." The Governing Board shall include the chief law enforcement officer of each City, City and County, the District Attorney of the First Judicial District of Colorado, and the Sheriff of Jefferson County, or designees thereof.

3.3 j. All forfeitures shall comply with all applicable forfeiture laws. Net forfeitures resulting from seizures of money and/or personal and real property resulting from Task Force operations shall be distributed by the Governing Boards based upon the relative participation of each agency as determined by the Governing Board. Net forfeitures shall be defined as money available after deducting all applicable expenses associated with the operation of the Task Force excluding salaries and benefits of the personnel assigned, including the division of seized assets with agencies not a Party to this Agreement

Forfeitures resulting from seizures of money and/or personal and real property resulting from any individual Party's operations outside of the Task Force operations shall not be considered as funds for the Task Force, and shall be the sole property of the Party whose operations generated the forfeiture assets.

3.6 Cities situated partly or wholly within Jefferson County or counties and cities contiguous to Jefferson County or the City and County of Denver who wish to join this Agreement may do so by amendment to this Agreement which shall be approved on the behalf of each Party by its respective chief of police, sheriff, or chief law enforcement officer.

11.0 INSURANCE The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in such amount as necessary to comply with the limitations set forth in the Colorado Governmental Immunity Act (C.R.S. 24-10-101, et. seq.). Minimum insurance standards for each Party shall be:

a. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence and in the aggregate, including Law Enforcement Professional Liability insurance with a \$1,000,000 general aggregate limit, to insure against the liability assumed by the Parties pursuant to the provisions of this Agreement.

b. Auto liability insurance in the minimum amount of \$1,000,000 combined single limit for all vehicles owned, operated, or used by the Parties with respect to activities covered under this Agreement.

c. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Colorado. The Company must be rated no less than "A-vii" by the latest edition of Best's Insurance Guide that is published by the A.M. Best Company.

d. The Parties shall not be relieved of any liability assumed pursuant to this paragraph by reason of their failure to secure insurance as required by this Agreement or by reason of their failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability. Each Party shall be responsible for the acts and omissions of its own officers assigned to the Task Force, and shall not be responsible for the acts and omissions of other Task Force members. Notwithstanding the foregoing, any Party to this Agreement which is self insured shall not be considered to be in breach of this Agreement by not having the coverage and policies stated herein.

17.0 FISCAL MANAGEMENT OF GRANT. The City of Lakewood is authorized to act as the fiscal manager of grants received from the Colorado Automobile Theft Prevention Authority Grant Program administered by the Colorado Department of Public Safety for the funding of the task force. Any disbursement of grant funds to any Party shall be in accordance with the terms of the grant. The City of Lakewood expressly authorizes its Chief of Police to execute such grant agreements. The Governing Board may change the fiscal manager of the grant in compliance with the terms of the grant.

18.0 TERMS AND CONDITIONS OF THE ORIGINAL INTERGOVERNMENTAL AGREEMENT The Parties hereby agree to abide by all other provisions of the original Intergovernmental Agreement that shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Dated this _____ day of _____, 2010.

CITY OF ARVADA

Robert G. Frie
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

Christopher K. Daly
City Attorney

Dated this ____ day of _____, 2010.

CITY OF LAKEWOOD

Kathleen E. Hodgson, City Manager

ATTEST:

Margy Greer, City Clerk

APPROVED AS TO FORM:

Timothy Cox, City Attorney

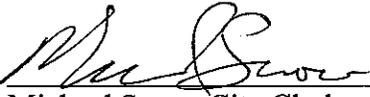
Dated this 24th day of May, 2010.

CITY OF WHEAT RIDGE

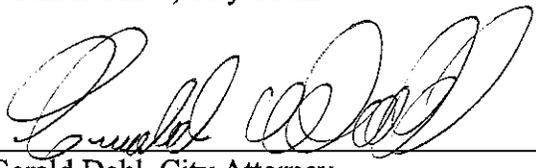


Jerry DiTullio, Mayor

ATTEST:



Michael Snow, City Clerk



Gerald Dahl, City Attorney



Dated this _____ day of _____, 2010.

**THE DISTRICT ATTORNEY FOR THE FIRST
JUDICIAL DISTRICT OF COLORADO**

ATTEST:

APPROVED AS TO FORM:

Dated this _____ day of _____, 2010.

JEFFERSON COUNTY

ATTEST:

APPROVED AS TO FORM:

Dated this _____ day of _____, 2010.

THE JEFFERSON COUNTY SHERIFF'S OFFICE

ATTEST:

APPROVED AS TO FORM:

Dated this _____ day of _____, 2010.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Safety

By: _____
Chief of Police

**APPROVED AS TO FORM:
REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____
Manager of Finance
Contract Control No. RC00009

By: _____
Assistant City Attorney

By: _____
Auditor

"DENVER"