

**CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 70
Series of 2018**

**TITLE: A RESOLUTION APPROVING AN AMENDED AND
RESTATED INTERGOVERNMENTAL AGREEMENT TO
ESTABLISH THE WEST METRO DRUG TASK FORCE**

WHEREAS, the City of Wheat Ridge, Colorado (the "City"), acting through its City Council ("Council") is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for protection of the public health, safety and welfare; and

WHEREAS, C.R.S. § 29-1-203 authorizes Colorado local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, in 1995, the City and a number of other area jurisdictions with law enforcement and criminal justice authority entered into an intergovernmental agreement establishing the Jefferson County Task Force, to be utilized in the identification, investigation, and prosecution of individuals and groups involved with the trafficking of illegal drugs and associated criminal enterprises; and

WHEREAS, the parties to the 1995 intergovernmental agreement now wish to update the same to reflect the evolution of the task force and certain changes in the law that apply to it, including but not limited to laws concerning the use of federal asset forfeiture funds; and

WHEREAS, the City Council finds that the City's continuing participation in an area-wide drug task force protects and promotes the public health, safety and welfare and is therefore beneficial to City residents, businesses, property owners and visitors; and

WHEREAS, the City Council therefore desires to approve the proposed updated intergovernmental agreement by resolution, as required by Section 14.2 of the Wheat Ridge Home Rule Charter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

The attached amended and restated intergovernmental agreement to establish the West Metro Drug Task Force is hereby approved.

DONE AND RESOLVED this 10 day of December, 2018.

Bud Starker
Bud Starker, Mayor

ATTEST:

Janelle Shaver
Janelle Shaver, City Clerk
Rubin Estor, Deputy City Clerk



AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE WEST METRO DRUG TASK FORCE

1. PARTIES. This Amended and Restatement Intergovernmental Agreement to Establish the West Metro Drug Task Force (this "Agreement") is made between the cities of Arvada, Lakewood, Wheat Ridge, and Golden, the District Attorney for the First Judicial District of Colorado ("District Attorney"), and Jefferson County through and on behalf of the Jefferson County Sheriff (each, a "Party," and collectively referred to as the "Parties").
2. RECITALS.
 - 2.1. Intergovernmental agreements to provide functions or services, including the sharing of the costs of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by § 29-1-203, C.R.S. and Article XIV, § 18(2)(a), Colorado Constitution.
 - 2.2. The Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services.
 - 2.3. Contiguous boundaries often result in more than one law enforcement agency becoming involved in the investigation of criminal enterprises.
 - 2.4. The ability of a Party to respond to criminal enterprises may be limited by its personnel and equipment.
 - 2.5. The Parties desire to establish and implement the West Metro Drug Task Force (hereinafter referred to as "Task Force") to be utilized in the identification, investigation, and prosecution of individuals and groups involved with the trafficking of illegal drugs and associated criminal enterprises.
 - 2.6. The Parties established, or joined later, the Jefferson County Task Force pursuant to an intergovernmental agreement dated September 20, 1995, as amended ("Original Agreement"), which the Parties wish to replace and supersede with the terms of this Agreement.
 - 2.7. Establishment of this Agreement promotes a public purpose and the safety, security, and general welfare of the inhabitants of Jefferson County.
3. PREVIOUS AGREEMENT. The Parties agree that the terms and conditions of the Original Agreement are superseded in their entirety by this Agreement, and the terms of the Original Agreement shall cease to apply to the Task Force.
4. TASK FORCE.
 - 4.1. This Agreement is to facilitate cooperation between the Parties in the provision of the services provided herein but does not establish a separate legal entity to do so. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.
 - 4.2. For and in consideration of the promises of the Parties set forth herein, each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and its equipment to be used in conducting overt and covert investigations of criminal activity in the jurisdiction of any of the others Parties in including but not limited to the trafficking of illegal drugs or alcohol, money laundering, fencing stolen property, gambling, prostitution, and other vice offenses, or other exceptional instances when

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4.6.7. Officers assigned to the Task Force shall be subject to the supervision of the supervisory and command personnel assigned to the Task Force regardless of which Party assigned the supervisor or Officer to the Task Force.

4.7. Financial Matters.

4.7.1. The Task Force shall be funded by asset forfeiture funds that are equitably shared with the Financial Host, as defined herein, by the Federal Government in accordance with the "Guide to Equitable Sharing of Federally Forfeited Property for State and Law Enforcement Agencies," and the policies and procedures of the local offices of the relevant Federal agencies or departments ("Forfeiture Funds").

4.7.2. Financial Host. The Jefferson County Sheriff shall act as the Financial Host for the Task Force. The Financial Host is responsible for applying for, receiving, maintaining and reporting federal Forfeiture Funds. All Forfeiture Funds received by the Financial Host shall be maintained in separate revenue accounts or accounting codes by the Financial Host's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the Financial Host. The Parties agree that Forfeiture Funds are property of the Financial Host. The Governing Board may, if and when it desires, by unanimous selection designate a different Financial Host.

4.7.3. Forfeiture Funds awarded to the Financial Host on behalf of the Task Force shall be spent by direction of the Governing Board. Forfeiture Funds shall first be expended in support of Task Force operations, such as paying the normal operating expenses of the Task Force, including, but not limited to; leases, rental of undercover vehicles, training of personnel, and investigative costs. The Financial Host will not expend funds at the direction of, or for the sole use of, federal agencies.

4.7.4. The Financial Host will submit the sharing request for all Forfeiture Funds and will receive and maintain the shared Forfeiture Funds in support of the Task Force, except as otherwise provided in section 4.7.5 of this Agreement. The Financial Host must be a party to this Agreement and an Equitable Sharing Program ("Program") participant and compliant with the Program guidelines and reporting requirements. The Financial Host may submit one Equitable Sharing Request form (DAG-71) or Treasury TD F 92-22.46 form (TD F) under its NCIC code on behalf of the Task Force members. The DAG-71 or TD F form must include the total workhour and qualitative contributions of all agencies in the investigation.

4.7.5. In the event equitably shared funds received in a fiscal year exceed 115% of the authorized budget for the Task Force, each Party may submit its own sharing request for subsequent funds as long as they are Program participants and compliant with the Program guidelines and reporting requirements. The Party must submit an individual DAG-71 or TD F form under its own NCIC code. Funds subject to this subparagraph will be distributed based upon the level of participation by each Party: Each Party will receive one participation credit for each of its personnel assigned full-time to the Task Force at the time the sharing request is submitted, including those individuals assigned as Task Force Officers to a Federal Drug Task Force, except that the District Attorney shall receive 1.5 participation credits, but no less than 4% of distributed Forfeiture Funds. The total number of participation credits shall

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7. LIABILITY AND IMMUNITY.

- 7.1. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
- 7.2. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the involved Parties will cooperate with each other, and with the involved Parties' insuring entities, in defending such claim or suit.
- 7.3. The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, sufficient General Liability Insurance, Comprehensive Automotive Liability Insurance, and Worker's Compensation Insurance, or adequate self insurance funds covering the same.
- 7.4. The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

8. ADDITIONAL PROVISIONS.

- 8.1. None of the Parties waive its rights under the Colorado Governmental Immunity Act.
- 8.2. Each Party shall meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
- 8.3. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other Parties or to which they may otherwise have access, except as may be required by law.
- 8.4. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as otherwise provided herein, this Agreement may not be modified or amended except by written agreement of the Parties.
- 8.5. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 8.6. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder.
- 8.7. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 8.8. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date below.

CITY OF ARVADA,
STATE OF COLORADO

By: _____
Marc Williams, Mayor

Date: _____

APPROVED AS TO FORM
Christopher K. Daly, City Attorney

By: _____

CITY OF LAKEWOOD,
STATE OF COLORADO

By: _____
Kathleen E. Hodgson, City Manager

Date: _____

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Jennifer S. Roth, Deputy City Attorney - Criminal

Recommended for Approval:

Daniel J. McCasky, Chief of Police

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____
Jeff Shrader, Sheriff

Date: _____

APPROVED AS TO FORM
