

RESOLUTION NO. 1554

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING THE INTERGOVERNMENTAL
AGREEMENT WITH JEFFERSON COUNTY SHERIFF'S
OFFICE FOR PRISONER TRANSPORT SERVICES**

WHEREAS, the City of Golden, on behalf of the Golden Police Department has submitted an Intergovernmental Agreement with Jefferson County Sheriff's Department for funding the transportation of prisoners in the State of Colorado; and

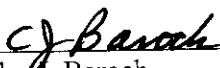
WHEREAS, the City of Golden has the authority and responsibility to transport prisoners back to the County of Jefferson for proper court appearance; and

WHEREAS, a resolution by the City of Golden formally approving funding for prisoner transportations has been formally approved.

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

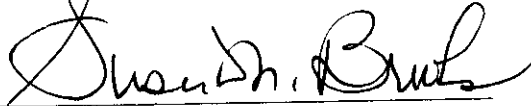
The City of Golden hereby approves the term, conditions and obligation of the Intergovernmental Agreement for prisoner transports, in substantially the form attached hereto as Exhibit A and hereby authorizes the Mayor to sign the Intergovernmental Agreement on behalf of the City of Golden.

Adopted the 17th day of March, 2005.



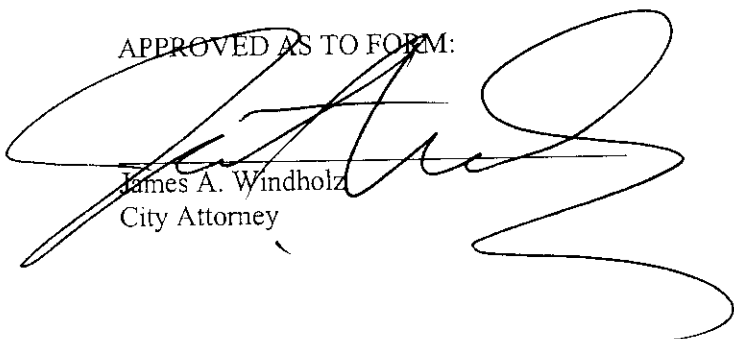
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



James A. Windholz
City Attorney

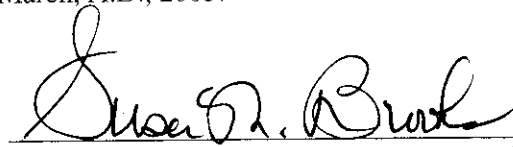
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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 17th day of March, A.D., 2005.

(SEAL)

ATTEST:

A handwritten signature in black ink, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

A

**INTERGOVERNMENTAL AGREEMENT
FOR PRISONER TRANSPORT SERVICES**

THIS AGREEMENT, dated for reference purposes only this 23rd day of November, 2004, is entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County"), for the use and benefit of the **JEFFERSON COUNTY SHERIFF'S OFFICE** (the "Sheriff's Office") and the **CITY OF GOLDEN, COLORADO** (the "City")(collectively, the "Parties").

WHEREAS, pursuant to the provisions of C.R.S. §29-1-203 and §18(2)(a) of Article XIV of the Colorado Constitution, the County and the City are legally authorized to cooperate and contract with each other for the purpose of intergovernmentally providing any function, service or facility authorized to it, and to provide for the joint exercise of the function, service or facilities; and

WHEREAS, the City is authorized as part of its governmental functions to request the issuance of writs mandating the appearance of prisoners in the Jefferson County County and District Courts, and warrants for the arrest of persons who have violated the laws of the State of Colorado within the jurisdiction of the City (the "Golden arrestees" or "arrestees"); and

WHEREAS, the County is authorized as part of its governmental functions to pick up and transport such persons to the Jefferson County Detention Facility (the "Facility"); and

WHEREAS, the County and the City are desirous of cooperating for the County to transport Golden arrestees to the Facility for a mutually agreed upon price.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

**ARTICLE I
Period of Agreement**

This Agreement shall commence on January 1, 2005 and shall continue to and including December 31, 2005. The County reserves the right to renew this Agreement for three (3) additional one-year periods by giving written notice of its intent to renew prior to the end of the then-current term. As this Agreement may continue beyond the current year, the parties understand and intend that any financial obligation contained herein is contingent upon each party's legislative bodies' authorization of funds. No expense incurred pursuant to this Agreement shall be construed to be a general obligation indebtedness within the meaning of any provision of Article X, Section 20 of the Colorado Constitution.

ARTICLE II
Transport of Arrestees

A. The Jefferson County Sheriff's Office Transportation Unit (the "Transportation Unit") will pick up and transport Golden arrestees to the Facility at the request of the City. The City will designate an employee of the Golden Police Department to coordinate the pick up and transport of Golden arrestees with designated Transportation Unit Personnel.

B. The County, in its sole discretion, may coordinate the transport of certain Golden arrestees outside the Denver metropolitan area with Transports Across Colorado, a network of law enforcement agencies working in cooperation to facilitate the transport of prisoners. The City agrees to pay the County the full price for the transport of each Golden arrestee, as set forth in Article III of this Agreement, whether or not Transports Across Colorado is involved in the transport of that arrestee.

C. The County, in its sole discretion, may refuse to pick up or transport any Golden arrestee.

ARTICLE III
Payment

A. The City shall pay the County seventy-five dollars (\$75.00) for the transport of the first Golden arrestee per trip. If additional Golden arrestees are transported in the same trip, a charge of thirty-five dollars (\$35.00) for each additional inmate shall be assessed.

B. On a monthly basis, the County shall provide a written invoice to the City, detailing the number of transports and arrestees included in each transport. The County and City shall work together to review and confirm the number of transports prior to the submission of the invoice to the City. Payment shall be due thirty (30) days following the date of invoice.

C. The County reserves the right to increase the rates described in Article III, paragraph A above, upon mutual agreement of the parties to this Agreement, which agreement shall be set forth in writing and shall serve as an amendment to this Agreement.

ARTICLE IV
Termination

This Agreement may be terminated by either party upon written notice to the other party of its intention to terminate thirty (30) days prior to the effective date of termination. The County's obligations to the City under this Agreement shall terminate upon termination of this Agreement. The City shall be obligated to pay for all transports

provided by the County through the date of termination of this Agreement.

ARTICLE V

No Liability

To the extent permitted by law and without waiving rights provided under the Colorado Governmental Immunity Act or other law, the City shall hold and save the County, its elected officials, agents and employees harmless, and shall indemnify the County from any costs, damages, claims injuries or losses incurred by the City or any other person resulting from the provision of transportation services under this Agreement.

ARTICLE VI

Employment Status

It is mutually understood and agreed by and between the parties hereto that neither this Agreement nor any services performed hereunder shall constitute any change in the employment status of any employees of the parties to this Agreement. It is additionally understood and agreed that the City shall have no right to control or direct the activities of any employee of the County during the performance of any services under this Agreement. Each of the parties shall, at its own expense, keep in full force and effect during the term of this Agreement, statutory workers' compensation insurance or adequate self-insurance funds to provide coverage for its own personnel.

ARTICLE VII

Amendments to this Agreement

This Agreement constitutes the entire agreement between the County and the City and may only be amended in writing executed by both parties.

ARTICLE VIII

Officials Not To Benefit

No elected official or employee of the County or the City shall be personally paid or personally receive directly or indirectly any share or part of this Agreement or any benefit that might arise therefrom.

ARTICLE IX

Venue and Governing Law

Venue for any and all legal actions regarding the transactions covered herein shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this Agreement shall be governed by the laws of the State of Colorado.

ARTICLE X

Notices

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party.

County: Sergeant Al Vorhies
 Transportation Unit
 Jefferson County Sheriff's Office
 200 Jefferson County Parkway
 Golden, Colorado 80401

City: City of Golden
 911 10th Street
 Golden, Colorado 80401

ARTICLE XI
Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

COUNTY OF JEFFERSON
 STATE OF COLORADO

By: _____
 Chairman of the
 Board of County Commissioners
 Date: _____

STATE OF COLORADO)
)ss
 COUNTY OF JEFFERSON)

The foregoing Intergovernmental Agreement for Prisoner Transport Services was acknowledged before me by _____ as Chairman of the Jefferson County Board of County Commissioners this _____ day of _____, 200_.

Witness my hand and official seal.
 My commission expires: _____

Notary Public

By: _____
T.B. Mink, Sheriff
Date: _____

STATE OF COLORADO)
)ss
COUNTY OF JEFFERSON)

The foregoing Intergovernmental Agreement for Prisoner Transport Services was acknowledged before me by T. B. Mink, Sheriff, Jefferson County, Colorado this _____ day of _____, 200__.

Witness my hand and official seal.
My commission expires: _____

Notary Public

APPROVED AS TO FORM:

Ellen G. Wakeman
Deputy County Attorney

CITY OF GOLDEN, COLORADO

By: _____
Date: _____

STATE OF COLORADO)
)ss
COUNTY OF JEFFERSON)

The foregoing Intergovernmental Agreement for Prisoner Transport Services was acknowledged before me by _____, as _____ of the City of Golden this _____ day of _____, 200__.

Witness my hand and official seal.
My commission expires: _____