

RESOLUTION NO. 1974

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF GRANT MANAGEMENT AND FINANCIAL ALLOCATION UNDER THE REQUIREMENTS OF THE RECOVERY ACT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT 2009, WITH THE COUNTY OF JEFFERSON, THE CITY OF ARVADA, THE CITY OF EDGEWATER, THE CITY OF LAKEWOOD, THE CITY OF GOLDEN, AND THE CITY OF WHEAT RIDGE

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their power and responsibilities by cooperating and contracting with other governments; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 ("Recovery Act") provides the U.S. Department of Justice with funding to assist state, local, and tribal law enforcement. The Jefferson County Sheriff's Office, and the Police Departments in Arvada, Edgewater, Golden, Lakewood, and Wheat Ridge, received a local grant from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant Program for the amount of Eight Hundred Eighty-eight Thousand Two Hundred and Eight dollars (\$888,280). This money is awarded based upon a formula of population and crime statistics; and

WHEREAS, the City of Golden will receive a one-time grant award of Seventeen thousand, three hundred and seventy-seven dollars (\$17,377) and for the purchase of law enforcement equipment and services; and

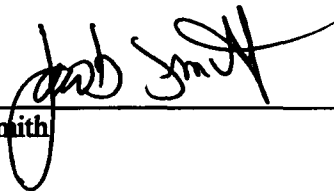
WHEREAS, the County of Jefferson, the City of Arvada, the City of Edgewater, the City of Golden and the City of Wheat Ridge shall be known as the subgrantees and shall be recipients of a JAG award; and

WHEREAS, the City of Golden and the subgrantees will comply with applicable requirements pursuant to "Office of Justice Programs Recovery Act Additional Requirements", to include the "Accountability and Transparency under the Recovery Act" as it relates to financial and quarterly reporting.

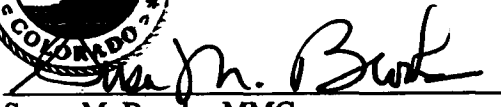
THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

1) The City Manager is hereby authorized to execute, and the City Clerk to attest to an intergovernmental agreement for the provision of grant management and financial allocation under the requirements of the Recovery Act: Edward Byrne Memorial Justice Assistance Grant 2009, with the County of Jefferson, State of Colorado, the City of Arvada, City of Edgewater, City of Lakewood and the City of Wheat Ridge in a form approved by the City Attorney.

Adopted this 11th day of June, 2009.



Jacob Smith
Mayor



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

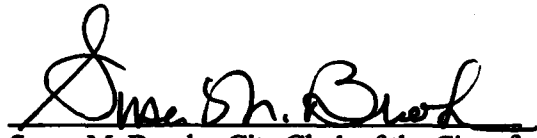


David S. Williamson
City Attorney

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 business meeting thereof held on the 11th day of June, A.D., 2009.



ATTEST:



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

**INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE
RECOVERY ACT JUSTICE ASSISTANCE GRANT (JAG)**

**THIS INTERGOVERNMENTAL AGREEMENT, made by and between the CITY OF
LAKEWOOD, the COUNTY OF JEFFERSON, the CITY OF ARVADA, the CITY OF
EDGEWATER, the CITY OF GOLDEN and the CITY OF WHEAT RIDGE.**

WHEREAS, the City of Lakewood, through the Lakewood Police Department, shall serve as Point of Contact and Grant Administrator for the Recovery Act: Justice Assistance Grant Program, hereafter referred to as JAG, from the U.S. Department of Justice for the amount of Eight Hundred Eighty-eight Thousand Two Hundred and Eighty Dollars (\$888,280.00); and,

WHEREAS, as a part of said application process, the Jefferson County Sheriff's Office agrees to waive disparate allocation; and,

WHEREAS, Jefferson County Sheriff's Office, the City of Arvada, the City of Edgewater, the City of Golden and the City of Wheat Ridge shall be known as the subgrantees and shall be recipients of JAG funds; and, -

WHEREAS, C.R.S. 29-1-203, as amended, enables the parties to this agreement to enter into intergovernmental agreements for the purpose of sharing in the award and management awarded under the conditions of the Recovery Act: JAG; and,

WHEREAS, the City of Lakewood and the subgrantees find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, the City of Lakewood and the subgrantees will comply with applicable requirements pursuant to "Office of Justice Programs (OJP) Recovery Act Additional Requirements", to include the "Accountability and Transparency under the Recovery Act" as it relates to financial and quarterly reporting. Attachment A.; and,

WHEREAS, purchasing and accounting methods will be in accordance with the subgrantee governing jurisdiction's established policies and ordinances that governs the requisition and purchase of equipment and supplies.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the City of Lakewood and the subgrantees agree as follows:

1. Initial distribution of grant funds to each subgrantee will occur immediately upon approval of the City of Lakewood's 2009 Revised/2010 Budget.
2. Subgrantees will maintain adequate and correct financial records of all funds and business transactions relating to the Recovery Act JAG. The

financial records shall be open to inspection at any reasonable time by any party to this Agreement.

3. Subgrantees agree to use allocated dollars for programs and/or equipment as specified in the grant application prior to March 6, 2013. If the dollars have not been spent, the remaining funds shall be returned to the City of Lakewood for disbursement to the Bureau of Justice Assistance.
4. At any time during the grant period, if a subgrantee chooses to deviate from the original application plan, a Grant Adjustment Notice will be forwarded by the subgrantee to the City of Lakewood prior to any expenditure of grant funds by the subgrantee for that purpose. Expenditure cannot occur until approval of the Grant Adjustment Notice by the Bureau of Justice.
5. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Lakewood and the subgrantees.
6. The City of Lakewood and the subgrantees agree to the following allocation of the Recovery Act: JAG:

City of Lakewood = \$450,911
County of Jefferson = \$170,389
City of Arvada = \$136,537
City of Edgewater = \$15,346
City of Golden = \$17,377
City of Wheat Ridge = \$97,720
7. The City of Lakewood and the subgrantees shall comply with applicable requirements pursuant to "Office of Justice Programs (OJP) Recovery Act Additional Requirements", to include the "Accountability and Transparency under the Recovery Act" as it relates to financial and quarterly reporting, which is attached hereto and incorporated herein as Attachment A
8. This Agreement shall terminate on February 28, 2013.
9. **LIABILITY:** Lakewood and the subgrantees are each responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act, or as an assumption of any duty for the benefit of any third party.

10. **GOVERNING LAW; VENUE:** Each and every term, provision, condition, of this Agreement is subject to the provisions of Colorado law. Venue for any action arising hereunder shall be the District Court of and for the County of Jefferson, State of Colorado.
11. **NO THIRD PARTY BENEFICIARY:** The parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
12. **SEVERABILITY:** The parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
13. **LEGAL AUTHORITY:** The parties represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement.
14. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
15. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

Dated this 24th day of April, 2009.

Signature pages to be faxed upon completion.

Intergovernmental Agreement for the Management of the Recovery Act Justice Assistance Grant (JAG)

Approved by City of Golden, Colorado

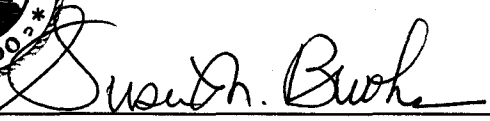


Michael C. Bestor
City Manager

06/14/2009

Date





Susan M. Brooks, MMC
City Clerk