

# **STUDY SESSION AGENDA**

## **CITY COUNCIL CITY OF WHEAT RIDGE, COLORADO**

7500 W. 29th Ave.  
Wheat Ridge CO

December 3, 2018

6:30 p.m.

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Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. Call Sara Spaulding, Public Information Officer 303-235-2877 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

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### Citizen Comment on Agenda Items

1. Family Justice Center Update
2. Memorandum of Understanding to join the Colorado Electronic Crimes Task Force
3. Revision to West Metro Drug Task Force IGA
4. Moratorium on Administrative Subdivisions in Bel Aire
5. Appointment of City Treasurer
6. Staff Report(s)
7. Elected Officials' Report(s)

ADJOURNMENT

# Memorandum

**TO:** Mayor Bud Starker and City Council

**THROUGH:** Patrick Goff, City Manager

**FROM:** Daniel Brennan, Chief of Police

**DATE:** December 3, 2018

**SUBJECT:** Family Justice Center

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On December 4, 2017, Senior Deputy District Attorney Candace Cooledge, gave a presentation to City Council on the proposed Family Justice Center for Jefferson County. Family Justice Centers serve as a multi-disciplinary approach in providing all services to victims of domestic violence, sexual assault, elder abuse, human trafficking, and other forms of violence at one location.

Senior District Attorney Cooledge will update City Council on the progress of opening a Family Justice Center, now known as Porchlight, in Jefferson County. I have attached a copy of their PowerPoint presentation for you to review.

Members of the Wheat Ridge Police Department continue to be involved as subcommittee members on this project. Staff continues to assess how our organization will integrate these services into our department.

**ATTACHMENTS:**

1. 2017 Staff Report concerning the Family Justice Center
2. 2018 Family Justice Center PowerPoint

# Memorandum

**TO:** Mayor Bud Starker and City Council

**THROUGH:** Patrick Goff, City Manager

**FROM:** Daniel Brennan, Chief of Police

**DATE:** December 4, 2017

**SUBJECT:** Family Justice Center

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The First Judicial District Attorney's Office, under the direction of District Attorney Pete Weir, is pursuing the goal of opening a Family Justice Center in Jefferson County. The concept of a family justice center is to locate multi-disciplinary services in one location for victims of domestic violence, sexual assault, elder abuse, human trafficking, and other forms of violence. There are approximately 130 Family Justice Centers located throughout the nation, including the Rose Andom Center in Denver.

The need for a Family Justice Center is real. In Jefferson County today, these types of crimes often involve multiple service providers who try to provide services to victims. These service providers include law enforcement, victim advocates, medical service providers, human services, counselors and therapists, non-profit providers, and the prosecutor to name a few. The disparity of the system means victims often have to tell their story many times over and while it looks different for each victim, there is a significant burden placed on victims and their children due to the current model of providing services. Studies show that the current model is overwhelming for victims; resulting in victims withdrawing from the process of seeking justice and assistance and oftentimes returning back to an abusive relationship.

The First Judicial District Attorney's Office has begun the process to explore and create a Family Justice Center in Jefferson County. The D.A.'s Office has reached out to the Family Justice Center Alliance, a group of national experts who have helped over 70 communities create Family Justice Centers, based on the needs of each community. A community meeting was held on July 26, 2017, followed by a meeting with law enforcement. The D.A.'s Office has been meeting with community groups, non-profits, and government leaders on this concept and seeking support for this approach. An Executive Committee and a Steering Committee have been formed, and staff from the Police Department are participating in these groups.

Assistant District Attorney Michael Dougherty and Senior Deputy District Attorney Candace Cooledge will provide City Council with an overview of the Family Justice Center Concept. I have attached a copy of the PowerPoint presentation for your information.



Thank you JEFFCO  
BUSINESS RESOURCE  
CENTER!!!



## **BUSINESS PLAN**



# PORCHLIGHT'S MISSION

Our mission is to bring together essential services for victims, survivors and their children to create a positive pathway forward, and to foster public safety.

# PORCHLIGHT'S VISION AND VALUES

## VALUES (what we believe)

We Believe...

- **Hope.** At Porchlight, we believe in a violence-free future for everyone.
- **Respect.** At Porchlight, we believe in respect for all people, regardless of differences.
- **Community.** At Porchlight, we believe in the power of a compassionate community and the transformative partnerships that support courage and healing.
- **Empowerment.** At Porchlight, we believe that each person deserves the opportunity to direct their own life.
- **Freedom.** At Porchlight, we believe everyone has the right to live in safety and free from fear.

## • VISION (what we see in the future)

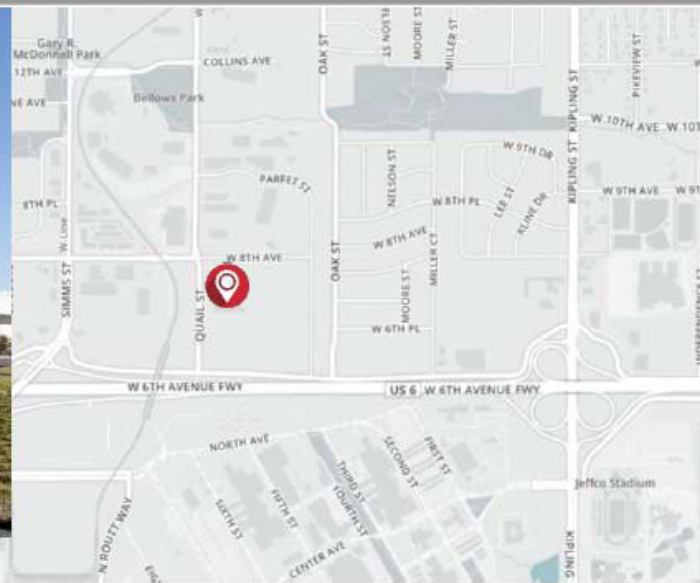
- **PorchLight is a beacon of light, no matter the darkness. We inspire hope and offer a place for healing, creating a community free from violence, abuse and exploitation**

# WHERE ARE WE NOW?

- Committees and work groups meeting regularly including VOICES committee
- Project Board
- DA 501(c)(3)
- Pro Bono attorney – thank you Jackson Kelly and John Zakhem!
- We have OVER 70 partners and community support
- Thank you JAN FERGUSON and KELLEN Company – FURNITURE DONATION – JCSO moving/storage
- We are getting \$\$\$ Thank you Golden, District Attorney Pete Weir, Jeffco Sheriff Jeff Shrader, Colorado Attorney General, Lakewood PD, First Bank!
- GRANT funding
- JCSO and LPD – Family Crimes Units
- High Risk Assessment Team
- Marketing Material
- [www.porchlightfjc.org](http://www.porchlightfjc.org)

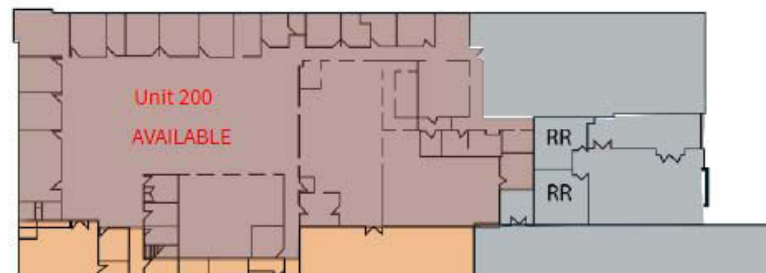


WE HAVE A LOCATION!!!



11100 West 8th Avenue Lakewood, CO

*Site / floor plan*



# Thank you Cheryle Powell

Sperry Commercial Global Affiliates

# FUNDRAISING VIDEO

Thank you Jenuine & Blu

# Memorandum

**TO:** Mayor Starker and City Council

**THROUGH:** Patrick Goff, City Manager  
Daniel Brennan, Chief of Police

**FROM:** Darrel Guadnola, Investigations Bureau Commander

**DATE:** December 3, 2018

**SUBJECT:** Staff Report: Membership in the Colorado Electronic Crimes Task Force

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**ISSUE:**

An Intergovernmental Agreement (IGA) has been formulated between the United States Secret Service (USSS) and the City of Wheat Ridge for the purpose of allowing the Wheat Ridge Police Department to join the Colorado Electronic Crimes Task Force (CECTF). This ad-hoc task force provides forensic computer investigation capability and network investigative response to its law enforcement community members.

**FINANCIAL IMPACT:**

Once membership is confirmed, the USSS is empowered to provide funding for overtime and equipment to CECTF partners, asset forfeiture for joint investigations with task force partners, and training at the National Computer Forensics Institute. Training for CECTF partners is paid for by the USSS. In addition, upon successful completion of training, CECTF partners return to their home agencies with the equipment required to begin investigative work within the newly trained discipline. This equipment is also provided to member agencies by the USSS at no cost. There is no financial outlay required in order to join this task force.

**BACKGROUND:**

Currently the Wheat Ridge Police Department is not equipped to perform computer forensic examinations on computers that may contain evidence of criminality. When such examinations are needed, the department has basically two options, hire a third party vendor to complete the forensic imaging required, or attempt to get the computer examined by the Rocky Mountain Regional Computer Forensics Laboratory (RMRCFL).

The first of these options has several limitations and drawbacks. Among them is the lack of control Wheat Ridge Police have over the timeframes within which forensic imaging must be accomplished. Searches pursuant to a warrant have specific time frames and often this course of action requires multiple warrants be written due to the extended period of time between the initial warrant, and the time the forensic examination or imaging takes place. Another common drawback of this method manifests itself when investigators receive a disk or flash drive containing a portable version of the forensic software, and a full image of the computer or device in question. This creates the need for the investigator to essentially look through the entire

copied image for any evidence. Absent technical skill, advance forensic tools, and training in this area, this can be akin to dropping off one or more file cabinets full of documents telling the investigator that he or she is now tasked with examining every document for evidentiary or exculpatory value. Use of outside vendors can often create a number of issues that must be addressed later on, and can be exceptionally time consuming for the assigned investigator.

With regard to the latter option, recently the Rocky Mountain Regional Computer Forensics Laboratory has significantly paired back its willingness to assist law enforcement agencies who do not devote a full time employee to their lab. As such, they cannot be considered a reliable resource for computer forensic imaging needs.

Membership in the CECTF requires only a commitment of time from Wheat Ridge Police, all training and equipment costs are paid for entirely by USSS. At fruition, the commitment of the agency to the program would be to assist other agencies periodically with their computer forensic imaging needs, and to commit to assist the USSS for a period of three years with their investigational needs in the event of a large-scale cyber-attack against a sector of Colorado's critical infrastructure.

An internal review of the need for, and potential use of, a program of this nature was conducted. Using historical data, numerous past cases were identified wherein a program such as this would have increased the efficiency of the investigations bureau and provided an increased level of customer service to the citizens we serve.

#### **RECOMMENDATIONS:**

Staff recommends that City Council approve the IGA making the City of Wheat Ridge Police Department a member agency of the Colorado Electronic Crimes Task Force.

#### **ATTACHMENTS:**

1. Memorandum of Understanding between the Wheat Ridge Police Department and the United States Secret Service.

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE WHEAT RIDGE POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE**

The Wheat Ridge Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Wheat Ridge Police Department and the USSS or upon 30 day written notice by either party to this agreement. This MOU does not supersede a previous agreement.

## **I. AUTHORITY**

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the USSS to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States.

Additionally, this MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I) (hereinafter "overtime costs and other expenses").

## **II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Wheat Ridge Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703. In addition, this MOU articulates the USSS's preference that Wheat Ridge Police Department personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) be made available for a three (3) year period to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state.

## **III. BACKGROUND**

While the Secret Service leads this innovative effort, the agency believes in partnerships with strong emphasis on prevention and education, in addition to traditional law enforcement measures. The Secret Service will combine with other task force partners to provide resources and investigative techniques to the ECTF mission, as well as facilitating and administering task force operations. Other law enforcement agencies bring additional criminal enforcement jurisdiction, resources, manpower, and expertise to



the ECTF mission. Representatives from private industry and academia also enhance the mission by bringing a wealth of technical expertise and research capabilities.

The Colorado Electronic Crimes Task Force (CECTF) mission is to establish a strategic alliance of Federal, State, and Local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation's financial payment systems and poses threats against our Nation's critical infrastructure.

The ultimate goal of the CECTF is to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently to make a significant impact on electronic (cyber) crimes.

#### **IV. RESPONSIBILITIES**

**The parties agree to the following conditions:**

- (a) The Wheat Ridge Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's CECTF in conducting official investigations. The Wheat Ridge Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's CECTF Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service's CECTF.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service CECTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The U.S. Secret Service CECTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the CECTF, the Wheat Ridge Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Wheat Ridge Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or

expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.

- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Wheat Ridge Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Wheat Ridge Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Wheat Ridge Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.
- (j) The Wheat Ridge Police Department is strongly encouraged to make its personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) available to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state. The USSS contemplates that Wheat Ridge Police Department will provide this assistance for a period of at least three (3) years after its employee completes his NCFI training.

#### **V. POINTS OF CONTACT:**

The U.S. Secret Service's CECTF Supervisor shall serve as the primary point of contact. The Supervisor of the CECTF, 5619 DTC Parkway, Suite 400, Greenwood Village, CO 80111 can be reached at 303-850-2700.

The Wheat Ridge Police Department's Investigations Bureau Commander shall serve as the primary point of contact. The Investigations Bureau Commander of the Wheat Ridge Police Department 7500 W. 29<sup>th</sup> Ave. Wheat Ridge, CO 80033 can be reached at (303) 235-2949.

## **VI. OTHER PROVISIONS:**

Nothing in this Agreement is intended to conflict with federal law or the directives of the DHS or the Wheat Ridge Police Department. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.

## **VII. EFFECTIVE DATE:**

The terms of this Agreement will become effective on December 3, 2018.

## **VIII. MODIFICATIONS:**

The terms of this Agreement may be amended upon mutual written consent of both the U.S. Secret Service's Colorado Electronic Crimes Task Force and the Wheat Ridge Police Department.

\_\_\_\_\_  
SAIC John A. Gullickson

U.S. Secret Service  
Denver Field Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief/Commissioner/Sheriff or  
Designee Daniel G. Brennan  
Wheat Ridge Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
SAIC  
U.S. Secret Service  
Criminal Investigative Division

Date: \_\_\_\_\_

# Memorandum

**TO:** Mayor Bud Starker and City Council

**THROUGH:** Patrick Goff, City Manager  
Daniel Brennan, Chief of Police

**FROM:** Dave Pickett, Division Chief  
Support Services Division

**DATE:** December 3, 2018

**SUBJECT:** Updated West Metro Drug Task Force Intergovernmental Agreement

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**ISSUE:**

Changes in the way that the Federal Government handles asset forfeiture has required that the funding model for the West Metro Drug Task Force (WMDTF) be reconsidered. A new Intergovernmental Agreement (IGA) is required between the participating agencies; the Jefferson County Sheriff's Office, the First Judicial District Attorney's Office, and the cities of Arvada, Lakewood, Golden and Wheat Ridge outlining the new funding model.

**FISCAL IMPACT:**

There will be no substantive fiscal impact. The Wheat Ridge Police Department (WRPD) will continue to pay the salary and benefits of its team members assigned to the WMDTF. The opportunity for asset forfeiture funds to be awarded to WRPD remains; however, the mechanism by which those funds are requested and delivered will change. These funds are contained within the City of Wheat Ridge Fund 17, the Police Investigation Fund.

**BACKGROUND:**

In 1995, the City of Wheat Ridge entered into the current IGA with the above-listed agencies. Since that time, WRPD has maintained team members at the task force and all major drug distribution investigations in this jurisdiction have been handled by the WMDTF.

Since its inception in 1995, the WMDTF has been funded by the participating agencies supplying personnel and vehicles at their expense. The operating budget has been funded by asset forfeiture with the task force, rather than any individual agency, being the recipient of all forfeited funds. The operating budget consists primarily of building leases, equipment, software and hardware, and other miscellaneous costs necessary to operate this task force. When forfeited funds grew to the point that several years' worth of operating costs were covered, the task force, at the governing board's discretion, would disburse funds to the participating agencies in accordance with the IGA. The disbursement formula was based on the number of personnel each agency supplied to the task force.

The Federal Asset Forfeiture and Equitable Sharing program has changed and no longer has a provision for the distribution of forfeited assets directly to the task force because the task force is

not a separate and distinct governmental entity. In addition, there is no longer a mechanism for the task force to disburse funds, over and above its operating costs to the individual law enforcement agencies.

Under the new IGA, the Jefferson County Sheriff's Office will become the fiscal agent of the task force and manage the operating costs of the WMDTF. Funds through the equitable sharing program, as well as any state forfeiture assets, will be requested by and delivered to the Sheriff's Office for these expenses. Once 115% of operating costs have been received in any fiscal year, any additional seizure requests will be made to the United States Marshall's Service by the member agencies. Once an equitable share has been determined by the Federal Government, assets will be delivered to each individual agency by the formula outlined in the new IGA.

The distribution formula in the new IGA assigns one participation credit for each team member an agency assigns to the task force. In addition, the Jefferson County District Attorney's Office will be given 1.5 credits to recognize their work in prosecuting cases developed by the task force. As an example, the current authorized strength of the task force is 19 members. WRPD has two detectives currently assigned to the task force, so Fund 17 would get 10.5% of any awarded assets. This percentage is subject to change depending on the total authorized strength and the number of team members assigned by WRPD. The Special Investigations Unit sergeant position authorized in the 2019 budget would take WRPD's participation credits to three.

These changes do not change any of the Federal or State requirements for asset forfeiture funds including the requirement to maintain funds in a special account, which is Fund 17. The Police Department will continue to use the Police Seizure Fund Committee consisting of the Police Chief, the District Attorney, and a City Councilmember to approve expenditures from Fund 17.

**RECOMMENDATION:**

Staff recommends that the City of Wheat Ridge enter into the new IGA with the other current members of the West Metro Drug Task Force.

**ATTACHMENTS:**

1. Proposed West Metro Drug Task Force IGA

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

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

covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party.

- 4.3. Each Party shall maintain that level of personnel and equipment necessary to meet its obligations under this Agreement.
- 4.4. Response by any Party beyond the jurisdiction of the responding Party is hereby deemed to be approved by the Parties and such response shall require no further approval or request for mutual aid by the responsible officials of any Party, unless this Agreement is later modified through written amendment or unless otherwise required by law.
- 4.5. Governing Board. A governing board shall be created to establish policy, approve procedures, and oversee operational and administrative matters of concern to the Task Force, referred to as the "Governing Board." The Governing Board shall include the CEO or designee of each Party. The Governing Board shall also make determinations with respect to distribution of Task Force funds to the Parties. The Governing Board shall elect a chairperson based on a vote of the majority. The Governing Board shall meet not less than quarterly.
- 4.6. Policies and Procedures. Each Party shall implement the provisions of this Agreement by establishing policies and procedures concerning equipment, training, and personnel standards for personnel who will be assigned to the Task Force ("Officer" or "Officers") subject to the following limitations:
  - 4.6.1. To be eligible for assignment to the Task Force, Officers must pass and maintain pertinent and lawful performance standards which have been approved by the Governing Board. The standards may pertain to firearm qualifications, physical fitness standards, drug screenings or other performance standards.
  - 4.6.2. Any disciplinary action imposed against an Officer as a result of his or her involvement or participation in the Task Force shall be the responsibility of the Officer's respective agency.
  - 4.6.3. An Officer who has passed the performance standards is not eligible for appointment to the Task Force unless all members of the Governing Board agree to such assignment. Any Officer assigned to the Task Force shall be removed from the Task Force at any time, with or without cause, at the request of the Officer's appointing agency.
  - 4.6.4. The forms utilized by all Officers assigned to the Task Force to record investigative and administrative activities pursuant to Task Force involvement shall be those forms currently in use by the Jefferson County Sheriff.
  - 4.6.5. All evidence and property seized by Officers assigned to the Task Force shall be seized, identified, preserved, booked, and stored pursuant to the policies and procedures in effect with the Commission on Accreditation for Law Enforcement Agencies, as may be amended from time to time.
  - 4.6.6. Each Officer assigned to the Task Force shall be provided a vehicle and the personal equipment required for the execution of law enforcement duties by their respective agencies.

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

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



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

equal 100. The Task Force Commander shall be tasked with maintaining a current list of Officers and shall submit the appropriate percentages for distribution based upon current participation to the Program with each DAG-71 or TD F form.

- 4.7.6. The agency expending Forfeiture Funds must report the expenditure and maintain ownership and control of any tangible items. Should the Task Force dissolve or the Financial Host withdraw, all equipment must be returned to the purchasing agency. Furthermore, the agency will not expend funds at the direction of or for the sole use of federal agencies.
- 4.7.7. Each Party must file an Equitable Sharing Agreement and Certification (ESAC) form to the United States Department of Justice Asset Forfeiture Program.
- 4.7.8. Task Force forfeiture funds will be audited on a quarterly basis by accounting personnel employed by Parties to this Agreement but not employed by the Financial Host. The results of the audit will be presented to the Governing Board for review. Governing board members, at their discretion, may elect to conduct an independent audit of the forfeiture funds.
- 4.7.9. 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 Forfeiture Funds for the Task Force and shall be the sole property of the Party whose operation generated the forfeiture assets.
- 4.7.10. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20 and financial obligations of any Party after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by such Party's governing body.
5. ADDITIONAL PARTIES. Municipalities situated partly or wholly within Jefferson County who wish to join this Agreement may do so by an amendment to this Agreement executed by each Party.
6. TERM AND TERMINATION. This Agreement shall take effect upon its execution by all Parties and continue indefinitely until terminated as provided herein.
  - 6.1. Any Party may terminate its participation in this Agreement with or without cause upon 30 days prior written notice to each of the other Parties. Any such termination shall terminate the obligations of the withdrawing Party only.
  - 6.2. The Parties may agree by unanimous vote of the Governing Board to terminate the Task Force, with written notice provided to each Party. Upon termination of the Task Force, any Forfeiture Funds remaining after payment of all Task Force obligations shall become property of the Financial Host.

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

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

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THE WEST METRO DRUG TASK FORCE

termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

- 8.9. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 8.10. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right 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 third Party. It is the express intention of Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 8.11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- 8.12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

*[Remainder of page left intentionally blank.]*

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

CITY OF WHEAT RIDGE,  
STATE OF COLORADO

By: \_\_\_\_\_

Bud Starker, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

CITY OF GOLDEN,  
STATE OF COLORADO

By: \_\_\_\_\_

Marjorie Sloan, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

THE DISTRICT ATTORNEY FOR THE FIRST  
JUDICIAL DISTRICT OF COLORADO

By: \_\_\_\_\_

Peter Weir, District Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By: \_\_\_\_\_

Jeff Shrader, Sheriff

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

# Memorandum

**TO:** Mayor and City Council

**FROM:** Kenneth Johnstone, Director of Community Development

**THROUGH:** Patrick Goff, City Manager

**DATE:** November 28, 2018 (for December 3 City Council study session)

**SUBJECT:** Administrative Subdivision Temporary Moratorium – Next Steps

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**ISSUE:**

At the October 22, 2018 City Council meeting, Council adopted a temporary moratorium on the “acceptance, processing and approval of building permits for the construction of single family residences in the R-1 zone district within subdivisions approved administratively.” The ordinance was adopted as an emergency, going into effect immediately and expiring on January 20, 2019, unless further extended by additional City Council action through approval of a non-emergency ordinance.

At the November 5, 2018 Council study session, in response to some of the issues raised at the October 22 meeting, staff presented possible options for taking action to make regulatory changes to the City’s subdivision and/or zoning regulations. At that study session, Council also provided consensus to reconsider the moratorium ordinance on the agenda for the next regular Council meeting, November 26. At the November 26, 2108 City Council meeting, Council voted to reconsider the ordinance and then voted to “indefinitely postpone” said moratorium, effectively making it null and void.

Following that action at the November 26 meeting, City Council adopted an alternative emergency ordinance, placing a 90-day moratorium on the acceptance, processing and approval of any administrative subdivision applications in the Bel-Aire subdivision, for the purpose of evaluating code sections relative to administrative subdivision approvals.

The above actions were taken, in part, in response to concerns about a 2-lot subdivision that was recently approved administratively in the Bel-Aire subdivision, at 4055 Everett Street, which includes what is known as a “flag lot.”

During the public testimony at recent Council meetings, various issues have been raised regarding this subdivision approval, including the following:

1. Lack of any requirement for public notice or a public hearing for administrative subdivisions, which are those containing 3 or fewer lots.
2. Lack of requirement for a neighborhood meeting as a pre-requisite for making

subdivision application.

3. Preservation of neighborhood character, specifically related to the Bel-Aire subdivision, but potentially in other parts of the City as well.
4. Dislike of flag lots.

For the November 5 City Council study session, staff prepared a memo (attached) outlining Staff's initial ideas on sections of the code that might be appropriately amended to address any one of these various issues. At that meeting, City Council did not reach consensus on any one of those approaches. Given that, staff would suggest a more general discussion on what, if any, of the above issues are of concern (or certainly others that City Council may identify) would be a good starting point of discussion. That discussion would then inform what, if any, code amendments might be appropriate and further, what level of public input would be desired to inform those approaches.

The temporary moratorium on administrative subdivision approvals is effective through February 24, 2019. For any amendments to Chapter 26 (Zoning and Development), a Planning Commission public hearing and recommendation is required. If any additional public input is desired by Council (other than the standard PC public hearing and CC public hearing), those would need to be scheduled relatively quickly. In addition, through adoption of an ordinance through the standard public hearing process, a longer moratorium could be implemented, if City Council believes additional time is needed to address any issues that are identified.

#### **BACKGROUND:**

Article IV of Chapter 26 (Subdivisions) was most recently amended in 2014 with an ordinance that repealed and reenacted the entire Article. During that process, the code was changed to allow subdivision of up to 3 lots to be approved administratively. Four and five lot subdivisions are reviewed by the Planning Commission at a public hearing and subdivisions of more than 5 lots, or those dedicating new public streets require hearings before both Planning Commission and City Council. Prior to 2014, administrative subdivision approval could be granted only for consolidation of two (2) lots and for lot line adjustments.

The City's subdivision regulations do not encourage, but also do not prohibit flag lots. Flag lots must meet the following criteria:

1. The minimum width at the pole portion abutting a public street is twenty-five feet.
2. The use of a flag lot is necessary for the effective development of the land.
3. The proposed design does not negatively affect public safety and includes clearly defined access for private use and for emergency service.

#### **RECOMMENDATION:**

Staff requests discussion/direction identifying areas of concern on the issues noted previously in this memorandum and whether to pursue the adoption of an ordinance amending Chapter 26.

#### **ATTACHMENTS:**

1. October 30, 2018 memorandum to City Council (for November 5, 2018 study session)





## Memorandum

**TO:** Mayor and City Council

**FROM:** Kenneth Johnstone, Director of Community Development

**THROUGH:** Patrick Goff, City Manager

**DATE:** October 30, 2018 (for November 5 City Council study session)

**SUBJECT:** Residential-One (R-1) building permit moratorium

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### **ISSUE:**

At the October 22, 2018 City Council meeting, Council adopted a temporary moratorium on the “acceptance, processing and approval of building permits for the construction of single family residences in the R-1 zone district within subdivisions approved administratively.” The ordinance was adopted as an emergency, going into effect immediately and expiring on January 20, 2019, unless further extended by additional City Council action through approval of a non-emergency ordinance.

The ordinance was adopted, in part, in response to concerns about a 2-lot subdivision that was recently approved administratively in the Bel Aire subdivision, at 4055 Everett Street. As drafted, the effect of the ordinance is such that it impacts two subdivisions, the one previously noted and a second subdivision, known as the Gladys Subdivision, located at 2876-2880 Newland Street, where one of the two lots remains vacant.

While Council did not provide specific direction on what substantive changes to the zoning code might be pursued, if any, during the moratorium, staff has taken the liberty of proposing a few options for consideration, given the short duration of the moratorium and the need to also hold a Planning Commission hearing on any potential changes to Chapter 26 of the Code. If Code changes are desired, City Council could potentially hold a first reading on an ordinance on November 26, a Planning Commission hearing on December 6 and a City Council public hearing on January 14, 2019, prior to the moratorium’s expiration on January 20, 2019.

### **BACKGROUND:**

Article IV of Chapter 26 (Subdivisions) was most recently amended in 2014 with an ordinance that repealed and reenacted the entire Article. During that process, the code was changed to allow subdivision of up to 3 lots to be approved administratively. Four and five lot subdivisions are reviewed by the Planning Commission at a public hearing and subdivisions of more than 5 lots, or those dedicating new public streets require hearings before both Planning Commission and City Council. Prior to 2014, administrative subdivision approval could be granted only for consolidation of two (2) lots and for lot line adjustments.

Based in part on some of the public testimony at the October 22 meeting, staff has drafted 5 possible code amendments that might be responsive to some of the concerns that were expressed. Options 1 and 2 are procedural options that would change the subdivision review process/public notification requirements. These options would not be retroactive, so would not apply to the two affected subdivisions that have received their required administrative approvals. Options 3, 4 and 5 are possible substantive changes to Chapter 26 that could apply to the lots currently subject to the moratorium, as well as potentially many other residentially zoned lots, depending on what scope of applicability Council would choose to include in such an ordinance.

Option 1: As noted previously, administrative subdivision approval can currently be granted for subdivision of up to 3 lots. No public hearings are required and no public notice is provided. It is certainly an option to require a Planning Commission hearing and commensurate public notice for all subdivisions, or hearings before both the Planning Commission and City Council for all subdivisions. The rationale behind not having hearings for smaller subdivisions is that subdivision approvals are considered ministerial actions by the City – if they meet minimum lot size/width, have street frontage/access and access to adequate utilities, the City has limited discretion to deny the applications.

Option 2: When subdivisions meet the size thresholds to require public hearings, as summarized previously, they trigger standard public notice requirements for land use applications (publication in paper, physical posting of the property and mailed notice to property owners within 300 feet of the subdivision). Unlike some other City land use applications, such as private property initiated rezonings and special use permits, both of which modify the types of permitted uses on a property, subdivisions are not required to have a neighborhood meeting as a precursor to making application. Similar to the discussion in Option 1, the rationale behind that is generally that having a neighborhood input meeting for a ministerial type of application may send somewhat of a mixed message as to what level of substantive impact the neighborhood will actually have on the application under review.

Option 3: The City's subdivision regulations discourage, but do not prohibit "flag lots." Flag lots must meet the following criteria:

1. The minimum width at the pole portion abutting a public street is twenty-five feet.
2. The use of a flag lot is necessary for the effective development of the land.
3. The proposed design does not negatively affect public safety and includes clearly defined access for private use and for emergency service.

The subdivision at 4055 Everett created a flag lot for the existing home at the rear of the property and created a new lot in front of the existing structure, adjacent to the street. The City could amend the code to prohibit "flag lots" citywide, or in certain parts of the City (by geographic area or by zoning district). Several years ago, at the recommendation of the Planning Commission, City Council discussed further restricting flag lots, but did not choose to take any action at that time. As an alternative to outright prohibition of flag lots, City Council could consider a code amendment that would trigger an automatic public hearing for any subdivision containing a flag lot, regardless of the number of lots. Such a process could include just a Planning Commission (PC) hearing, or both PC and City Council.

Option 4: The City has the ability to create overlay zone districts for certain geographic parts of the City. In so doing, the zoning “rules” can be fine-tuned to address specific issues or concerns related to said geographic area. The overlay zone “rules” would typically be in addition to the development standards contained in the underlying zoning district. To use the example of 4055 Everett, the property is zoned R-1 and the subdivision is the Bel Aire subdivision. It would be possible to define the Bel Aire subdivision as a distinct overlay zone and develop specific development regulations that apply to that subdivision, beyond the underlying R-1 zoning development standards. The range of what those additional “rules” might be is very broad: more stringent or different building height restrictions, architectural design standards, material standards, different setback standards, etc. If this option were to be pursued, staff would suggest that additional time would be needed, beyond the schedule outlined previously in this memo and as such, it would be necessary to extend the moratorium.

In terms of the procedures under which such an overlay zone would be adopted, staff would suggest two options: 1) processed as a City Council initiated legislative rezoning, which, at a minimum, requires a neighborhood meeting; or 2) processed similar to a planned development outline development plan amendment, which requires written approval of a at least 25% of the owners within the specified geographic area.

Option 5: There has been much discussion about residential bulk plane regulations in the City over the past several years, including adoption of an ordinance in 2016 that applied a bulk plane regulation in the R-1C zone district and for single-family homes in the R-3 zone district. There has been some discussion of applying the bulk plane regulations more broadly in additional residential zone districts, or additional geographic areas of the City. Though Council has not yet had consensus to move forward on such an approach, this also would be an option available, whether to apply the bulk plane regulations in all R-1 zone districts, or in a geographic area, such as the Bel Aire subdivision.

**RECOMMENDATION:**

Staff requests direction on whether to proceed with any of the above options, other options City Council may have, or take no further action.

# Memorandum

**TO:** Mayor and City Council

**FROM:** Patrick Goff, City Manager

**DATE:** November 27, 2018 (for December 3, 2018 Study Session)

**SUBJECT:** Appointment of City Treasurer

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**ISSUE:**

City Treasurer DiTullio was elected to the office of Jefferson County Treasurer on November 6, 2018. Mr. DiTullio has submitted his resignation as City of Wheat Ridge Treasurer, effective midnight, January 7, 2019. Consensus was reached by City Council to add a discussion to the December 3, 2018 study session concerning the appointment of a new City Treasurer.

**BACKGROUND:**

The Wheat Ridge City Charter addresses vacancies of elected officials as stated below:

Sec. 3.11. Vacancies in elective offices.

- (a) An elected official shall continue to hold his office until his successor is duly qualified. An elective office shall become vacant whenever any officer is recalled, dies, becomes incapacitated, resigns, refuses to serve, ceases to be a resident of the city, or is convicted of a felony.
- (b) ...
- (c) If a vacancy occurs in the office of the city clerk or city treasurer, no special election shall be called but such vacancy shall be filled by appointment by the council for the remainder of the term.

Sec. 4.4. Qualifications.

- (a) No person shall be eligible to hold the office of a councilmember unless, at the time of his election, he is a registered elector, as defined by Colorado Revised Statutes, and is a resident of the district from which he is elected for a period of at least twelve (12) consecutive months immediately preceding the date of the election.

*Note: City Treasurer shall have the same qualifications as members of the council.*

City Charter, Wheat Ridge Code of Laws or Council Rules and Procedures do not address specific procedures for the appointment of elected officials.