

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**DOUGLAS COUNTY, CITY OF LONE TREE and TOWN OF CASTLE ROCK**  
**PERTAINING TO A FULL-TIME FORENSIC EXAMINER FOR THE**  
**ROCKY MOUNTAIN REGIONAL COMPUTER FORENSIC LABORATORY**

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, for and on behalf of the Douglas County Sheriff (hereinafter “DOUGLAS”), the CITY OF LONE TREE (hereinafter “LONE TREE”), and the TOWN OF CASTLE ROCK (hereinafter “CASTLE ROCK”), all political subdivisions of the State of Colorado, for the purpose of hiring a Forensic Examiner for the Rocky Mountain Regional Computer Forensic Laboratory, hereinafter jointly referred to as the “Parties.”

**RECITALS**

**WHEREAS**, pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, Douglas, Lone Tree and Castle Rock have the legal authority to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter; and

**WHEREAS**, it will be to the advantage of all Parties and to the health, safety and welfare of the citizens of the respective Parties, to cooperate to provide regional computer forensic examination services, enabling each Party to improve its law enforcement services; and

**WHEREAS**, recent years have seen a sharp increase in the need for forensic analysis of evidence; and

**WHEREAS**, the Parties desire to participate in cost-sharing to assist in the hiring of an additional full-time computer forensic examiner to provide a regional, coordinated approach to computer forensic examination services to the law enforcement and public safety agencies within the Parties’ jurisdictions with services such as timely expert and professional examination of evidentiary materials, including but not limited to digital evidence and related services, taken as

evidence in one or more locations in the geographical areas of Douglas, Lone Tree and Castle Rock; and

**WHEREAS**, this Agreement shall be considered an intergovernmental cooperation agreement pursuant to Section 29-1-203 C.R.S. for the purpose of providing a regional forensic examiner available for use by each Party on a cost-sharing basis according to the terms and conditions in this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. **Employment of a Computer Forensic Examiner.** Pursuant to Section 29-1-203, C.R.S., the Parties hereby enter into this cooperative agreement (hereinafter "Agreement") in order to participate in the cost-sharing of a full-time computer forensic examiner (hereinafter, "Examiner") to be hired and employed by Douglas as set forth herein.

2. **Purpose.** The purpose of this Agreement is to provide a regional, cooperative, shared and coordinated approach for the provision of computer forensic examination services for the law enforcement agencies within the jurisdictional limits of the Parties in one or more locations as determined by the Parties.

3. **Scope of Services.** Douglas shall provide to Lone Tree and Castle Rock full access to general computer forensic services similar to services provided to Douglas, such as but not limited to timely expert and professional examination of evidentiary materials, including but not limited to digital evidence and related services, in one or more locations in the geographical areas of Douglas, Lone Tree and Castle Rock.

4. **Costs.** The Parties agree that costs for the Examiner position shall be shared on the following basis:

**Party Contributions.** Each Party represents that its contributions to costs of employing the Examiner will be those contributions generally described below, subject to the provisions in paragraph 7. These estimated contributions may be modified based upon

actual use, expenses and inflation, and as approved by the Parties' respective governing bodies.

**Douglas:** Douglas will employ the Examiner and provide the same benefits afforded other employees of Douglas County, at a total cost for the year 2019 of \$114,947.

**Lone Tree:** Lone Tree agrees that its contributions to the Examiner will be \$22,500 annually, as invoiced by the County.

**Castle Rock:** Castle Rock agrees that its contributions to the Examiner will be \$22,500 annually, as invoiced by the County.

5. **Term.** This Agreement shall commence on the date of its full execution by the Parties for a one-year term and shall be deemed to automatically renew upon the expiration date of each subsequent one-year term thereafter, subject to the Parties' respective annual funding, committed resources and personnel, unless terminated in accordance with this Agreement.

6. **Records.** Any Party may request information regarding the records, operations, performance and/or financial expenditures of the Examiner at any time. Each Party agrees that all records related to Examiner performance, operations and/or expenditures shall be open to the other Parties to this Agreement. Requests for specific information concerning the Examiner operations, performance and/or expenditures shall be submitted by the Party to Douglas.

7. **Non-Appropriation.** This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.



8. **Withdrawal and Termination.**

- a. **Withdrawal.** Any Party may withdraw from this Agreement by giving nine (9) months written notice to the other Parties regarding its intent to withdraw. Such withdrawing Party shall pay all of its obligations arising hereunder until the effective date of its withdrawal. As of the effective date of withdrawal, the withdrawing Party shall lose all rights and benefits under this Agreement, except to the extent specifically noted herein. A withdrawing Party shall have no obligation, financial or otherwise, to the other Parties following the effective date of its withdrawal.
- b. **Termination.** Upon the agreement and approval of at least two-thirds (2/3) of the Parties, and notice to the County giving nine (9) months written notice to the other Parties regarding its intent to terminate of the same, this Agreement may be terminated in full.

9. **Additional Parties.** The Parties understand and agree that additional, towns, municipalities, or law enforcement entities (each, an "Additional Entity") may wish to join this Agreement. The governing bodies of the existing Parties to the Agreement must provide unanimous approval of an Additional Entity as a precondition of any Additional Entity joining this Agreement as a Party. If the governing body of an Additional Entity approves its participation as a Party to the Agreement, prior to becoming a Party entitled to use the Examiner, the Additional Entity must first pay a sum as determined by the Parties and approved by the then-existing Parties' governing bodies. Thereafter, the addition of any Additional Entity shall be handled through a written amendment to this Agreement, that recalculates all prospective cost-sharing

10. **Governmental Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions. The Parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

11. **No Waiver Under CGIA.** Nothing in this Agreement shall be construed as a waiver by any Party of the protections afforded pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

12. **Litigation Cooperation.** The Parties agree that if any claim or suit is brought against any Party, or any Party's employee who is assigned to work with the Examiner, by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.

13. **Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against Douglas, Lone Tree or Castle Rock, or any other entity who may become a Party to this Agreement.

14. **Independent Contractors.** Douglas, Castle Rock and Lone Tree are independent contractors of each other, and none of their employees or agents shall be considered an employee or agent of the other parties. Douglas shall be solely responsible for hiring, employing and directing its employees in their performance of the services hereunder, shall exercise complete authority over its employees, and shall be fully responsible for the actions of the Examiner and all their employees. Neither Castle Rock nor Lone Tree shall be obligated to secure and shall not provide any personnel/employee insurance coverage or employment benefits of any kind or type to Douglas, its employees, agents, representatives, or any other person performing duties on behalf of Douglas under this Agreement, including but not limited to workers' compensation, disability, or retirement contributions. Douglas shall be responsible for the administration of all wages, withholdings, pension or profit sharing plans, workman's compensation, unemployment benefits, dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of the Examiner or any other person performing duties under this Agreement.

15. **Confidentiality.** The Parties acknowledge that information obtained and exchanged about criminal investigations obtained in the performance of this Agreement may be confidential. The Parties will protect all confidential information pursuant to the requirements of state and federal law and will provide and maintain a secure environment that ensures



confidentiality of all documents and information. This provision applies to all forms of confidential information including, but not limited to, hardcopy, electronic, video, audio, and photographic formats along with any and all confidential information contained in or accessed through any computerized data system that the Parties may gain access to under this Agreement. The Parties acknowledge that release of confidential information is subject to the requirements of federal and state law.

16. **Severability.** In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

18. **Modification.** Except as stated herein, this Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

19. **Survival.** The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

20. **Notices.** Any notice to be given hereunder by any Party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties as follows:

To Douglas:

Douglas County Attorney  
100 Third Street  
Castle Rock, CO 80104

and (send to both)

Douglas County Sheriff's Office  
Attn: Douglas County Sheriff  
4000 Justice Way  
Castle Rock, Colorado 80109

To Lone Tree:

Lone Tree Police Department  
9220 Kimmer Drive, Suite 100  
Lone Tree, Colorado 80124  
and (send to both):

Lone Tree City Attorney Office  
9220 Kimmer Drive, Suite 100  
Lone Tree, Colorado 80124

To Castle Rock:

Castle Rock Police Department  
100 Perry Street  
Castle Rock, CO 80104

and (send to both):

Castle Rock Town Attorney's Office  
100 N. Wilcox Street  
Castle Rock, CO 80104

21. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.

22. **Good Faith.** The Parties agree to work together in good faith in performing their obligations hereunder.

23. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LONE TREE, COLORADO**

By: Jacqueline A. Millet  
Jacqueline A. Millet, Mayor

ATTEST:

APPROVED AS TO FORM:

By: Jay Robb  
Jay Robb, City Clerk

By: Linda Michow  
Linda Michow, City Attorney

**TOWN OF CASTLE ROCK, COLORADO**

By: \_\_\_\_\_  
Jason Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lisa Anderson, Town Clerk

By: \_\_\_\_\_  
Robert J. Slentz, Town Attorney

**DOUGLAS COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Tony Spurlock, Sheriff

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Kelly Dunnaway, Deputy County Attorney