

RESOLUTION NO. 2110

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN, COLORADO, APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GOLDEN AND THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY REGARDING USE
OF THE DOUGLAS COUNTY UNIFIED SEX OFFENDER
REGISTRY**

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., and the City's Home Rule Charter permit and encourage governments to make the most efficient use of their power and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Douglas County's Unified Sex Offender Registry is available for use by the City; and

WHEREAS, use of such list is a benefit to the City's police department in the performance of its duties and to the citizens of Golden; and

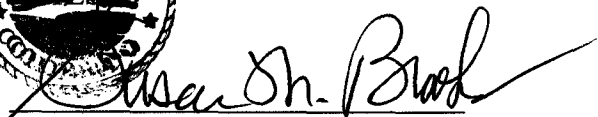
WHEREAS, Douglas County is offering the City use of its Unified Sex Offender Registry at no cost to the City.

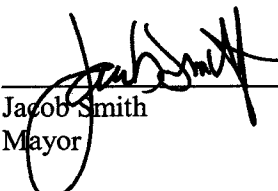
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Intergovernmental Agreement between the City of Golden and the Board of County Commissioners of Douglas County regarding use of Douglas County's Unified Sex Offender Registry is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the agreement on behalf of the City.

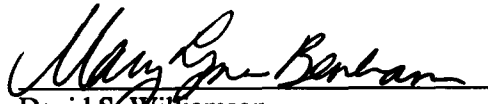
Adopted this 3rd day of March, 2011.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

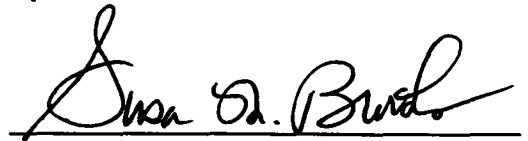
APPROVED AS TO FORM:


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 3rd day of March, A.D., 2011.



ATTEST:


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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS AND THE CITY OF GOLDEN, COLORADO**

THIS AGREEMENT made this ____ day of _____, 20____, by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("DOUGLAS COUNTY"), and the City of Golden, State of Colorado ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, USER seeks to obtain use of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application software developed by DOUGLAS COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the PARTIES hereby agree as follows:

1. **TERM OF AGREEMENT AND TERMINATION.** DOUGLAS COUNTY shall grant USER use and license of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY as outlined in this agreement. The effective date of this IGA shall be from the date of signing by DOUGLAS COUNTY and USER. This agreement shall remain in full force and effect unless either Party elects to terminate the Agreement upon 30 days written notice to the other Party.

2. **DEPLOYMENT AND OPERATION.** DOUGLAS COUNTY has developed THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY. DOUGLAS COUNTY is not obligated to provide customizations specific to USER for THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY. USER shall call 303-814-7040 for any issues in accessing or the proper function of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY. USER will designate a maximum of three (3) Local Administrators, provide DOUGLAS COUNTY with their contact information, and notify DOUGLAS COUNTY if they are removed or replaced. DOUGLAS COUNTY will provide Local Administrator(s) with a secure login ID and password, limited system documentation and instructions for acceptable use. Local Administrators shall be responsible for provisioning, de-provisioning, maintaining and supporting system operators in their jurisdiction. DOUGLAS COUNTY will provide and maintain a contact number and email address, through which only designated Local Administrator(s) may communicate any issues or concerns with system availability or performance. DOUGLAS COUNTY will communicate via the provided contact information for Local Administrators any planned system maintenance or outages; and/or known system defects.

3. **USAGE.** USER agrees that all usage of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY will be limited to the government and to the citizens of Golden, and that USER will not enter into any AGREEMENT for usage of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY with any other government agency or for-profit entity. USER agrees to maintain offender data for their jurisdiction and understands that all such data is viewable to all other users of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY.

4. **OWNERSHIP.** It is expressly understood by USER that DOUGLAS COUNTY retains all rights and license to THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application, and that through this AGREEMENT, DOUGLAS COUNTY conveys rights and license for use, but no ownership of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application to USER.

5. **DISCLAIMER OF WARRANTY.** DOUGLAS COUNTY makes no warranties or representations regarding applicability of the Douglas County Unified Sex Offender Registry application to USER or compatibility with infrastructure used by USER. DOUGLAS COUNTY shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of use of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application, or inability to use THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application, or out of any breach of any warranty. DOUGLAS COUNTY makes no warranties as to the accuracy of the information contained in the database.

6. **NOTICE.** Any notice required by this AGREEMENT shall be given, in writing, as follows:

i. To _____

Attn: _____

Address 1

City, CO zip code

ii. To DOUGLAS COUNTY:

Douglas County Sheriff's Office

Attn: Lori Orr

4000 Justice Way

Castle Rock, CO 80109

7. **APPLICABLE LAW.** With the exception of the Adam Walsh Act, for which there is a timetable for compliance, the PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this AGREEMENT is executed. Any disputes arising under this AGREEMENT shall be resolved in Douglas County District Court in the State of Colorado. The PARTIES may select informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in alternative dispute resolution, which may include pre-suit mediation or settlement conferences.

8. **NON-WAIVER.** The PARTIES shall not be excused from complying with any provisions of this AGREEMENT by failure of any party to insist upon or seek compliance with such provisions.

9. **SEVERABILITY.** Should any one or more provisions of this AGREEMENT be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the PARTIES shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the PARTIES hereunder.

10. **AMENDMENT.** This AGREEMENT may be amended, modified, or changed, in whole or in part, only by written AGREEMENT executed by the PARTIES hereto.

11. **ASSIGNABILITY.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other PARTIES.

12. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the PARTIES only and are not intended to combine, limit, or describe the scope or intent of any provision of this AGREEMENT.

13. **GOVERNMENTAL IMMUNITY.** The PARTIES hereto understand and agree that DOUGLAS COUNTY, its commissioners, officials, officers, directors, agents and employees, and USER, its officials, officers and employees are relying on, and do not waive or intend to waive by any provisions of this AGREEMENT, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as same may be amended from time to time or otherwise available to DOUGLAS COUNTY and USER.

14. **OPEN RECORDS.** The PARTIES expressly agree that if any request is made that subjects the subject matter of this AGREEMENT to disclosure pursuant to the Colorado Open Records Act, Section 24-72-201, C.R.S. *et. seq.*, then the data will be disclosed in printed, hardcopy form, and not in digital form, so long as the law allows this discretion.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO,**

Chair

ATTEST:

**Melissa Pelletier
Deputy Clerk to the Board**

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

**Douglas J. DeBord,
Douglas County Manager**

**Kelly Dunnaway
Deputy County Attorney**

APPROVED AS TO FISCAL CONTENT:

**Andrew Copland
Director of Finance**

_____, COLORADO,

ATTEST:

Name, Title

City of _____

Name, Title

Approved as to form:

Name, Title

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS AND THE CITY OF GOLDEN, COLORADO**

THIS AGREEMENT made this 11th day of May, 2011, by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("DOUGLAS COUNTY"), and the City of Golden, State of Colorado ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, USER seeks to obtain use of THE DOUGLAS COUNTY UNIFIED SEX OFFENDER REGISTRY application software developed by DOUGLAS COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the PARTIES hereby agree as follows:

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6. **NOTICE.** Any notice required by this AGREEMENT shall be given, in writing, as follows:
- i. To Golden Police Department
Attn: Daryl Hollingsworth
911 10th Street
Golden, CO 80401
 - ii. To DOUGLAS COUNTY:
Douglas County Sheriff's Office
Attn: Lori On
4000 Justice Way
Castle Rock, CO 80109
7. **APPLICABLE LAW.** With the exception of the Adam Walsh Act, for which there is a timetable for compliance, the PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this AGREEMENT is executed. Any disputes arising under this AGREEMENT shall be resolved in Douglas County District Court in the State of Colorado. The PARTIES may select informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in alternative dispute resolution, which may include pre-suit mediation or settlement conferences.

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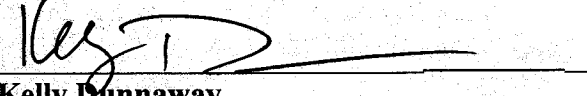
DOUGLAS COUNTY SHERIFF'S OFFICE,



David A. Weaver, Sheriff

Date: 5/10/11

APPROVED AS TO LEGAL FORM:



Kelly Dunnaway
Deputy County Attorney

Date: 5/11/11

_____, COLORADO,

ATTEST:

Susan M. Brooks, City Clerk
Name, Title



City of Golden

[Signature]
Name, Title

Approved as to form:

Mary Lynn Benham
Name, Title

Mary Lynn Benham
Assistant City Attorney