

RESOLUTION NO. 2279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN, THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY AND THE CITIES OF ARVADA, WHEAT RIDGE, AND LAKEWOOD, COLORADO REGARDING THE ESTABLISHMENT AND OPERATION OF THE JEFFERSON COUNTY REGIONAL CRIME LABORATORY

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing cost of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S.; and

WHEREAS, the municipalities encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services; and

WHEREAS, the County of Jefferson and cities of Lakewood and Arvada currently have forensic crime laboratories which processes evidence from crime scenes to aid in the detection and prosecution of criminals; and

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

WHEREAS, it will be to the advantage of all Parties and to the health, safety and welfare of the citizens of the State of Colorado, to cooperate to provide a regional forensic crime laboratory in Jefferson County, enabling each Party to improve its law enforcement services for the public and to relieve and supplement the State Crime Laboratory; and

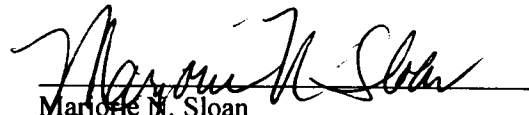
WHEREAS, all Parties are willing to share in the expense in a regional forensic crime laboratory through this Agreement, with Jefferson County being the designated location for such laboratory; and


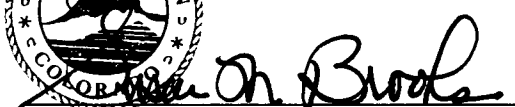
WHEREAS, This intergovernmental agreement, as authorized by state law is for the purpose of establishing a regional forensic crime laboratory ("Jefferson County Regional Crime Laboratory") available for use of each Party on a cost-sharing basis on the terms and conditions in this Agreement.

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


The Intergovernmental Agreement between the Board of County Commissioners of Jefferson County and the cities of Arvada, Golden, Lakewood and Wheat Ridge, Colorado regarding the establishment and operation of the Jefferson County Regional Crime Laboratory is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute such agreement on behalf of the City.

Adopted this 8th day of August, 2013


Marjorie N. Sloan
Mayor

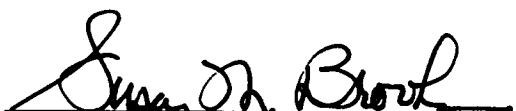


Susan M. Brooks, MMC
City Clerk

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 rescheduled regular business meeting thereof held on the 8th day of August, 2013.



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

**INTER-GOVERNMENTAL AGREEMENT TO ESTABLISH THE JEFFERSON
COUNTY REGIONAL CRIME LABORATORY**

**CITIES OF ARVADA, GOLDEN, LAKEWOOD, WHEAT RIDGE
AND THE COUNTY OF JEFFERSON**

THIS INTER-GOVERNMENTAL AGREEMENT (this "Agreement") is made this 14th day of May 2013, by and between the City of Arvada, a home rule municipality under the laws of the State of Colorado with a principal location at 8101 Ralston Road, Arvada, Colorado 80001; the City of Golden, Colorado, a home rule municipality under the laws of the State of Colorado with a principal location at 911 10th Street, Golden Colorado 80401; the City of Lakewood, Colorado, a home rule municipality under the laws of the State of Colorado with a principal location at 480 S Allison Parkway, Lakewood, Colorado 80226; the City of Wheat Ridge, Colorado a home rule municipality under the laws of the State of Colorado with a principal location at 7500 W 29th Avenue, Wheat Ridge Colorado 80033; and the County of Jefferson, a county government under the laws of the State of Colorado with a principal address at 100 Jefferson County Parkway, Golden Colorado 80401. The foregoing are also referred to herein collectively as the "Parties" or singly as a "Party."

WHEREAS intergovernmental agreements to provide functions or services, including the sharing cost of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and

WHEREAS, the municipalities encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services; and

WHEREAS, the County of Jefferson and cities of Lakewood and Arvada currently have forensic crime laboratories which process evidence from crime scenes to aid in the detection and prosecution of criminals; and

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

WHEREAS, it will be to the advantage of all Parties and to the health, safety and welfare of the citizens of the State of Colorado, to cooperate to provide a regional forensic crime Laboratory in the County of Jefferson, enabling each Party to improve its law enforcement services for the public and to relieve and supplement the State Crime Laboratory; and

WHEREAS, all Parties are willing to share in the expense in a regional forensic crime Laboratory through this Agreement, with the County of Jefferson being the designated location for such Laboratory; and

WHEREAS, this Agreement shall be considered an inter-governmental cooperation agreement pursuant to Section 29-1-203 C.R.S. for the purpose of providing a regional forensic crime Laboratory (the "Lab") available for use of each Party on a cost-sharing basis on the terms and conditions in this Agreement. The Lab shall be known as the Jefferson County Regional Crime Laboratory, or such other name as shall be mutually determined by the Parties,

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Location of Lab: The Lab shall be located at 200 Jefferson County Parkway, Golden, Colorado 80401.

2. Establishment of Board:

- a. There is hereby established a governing Board (the "Board") for the Lab consisting of the following:

The Police Chiefs of Arvada, Golden, Lakewood and Wheat Ridge, or their authorized designee(s), and the Jefferson County Sheriff or his/her authorized designee. Each Party shall have one representative on the Board at all times.

- b. The Board shall act as an administrative Board with the following duties:

- i. Establish policies and procedures for the operation of the Lab, including without limitation, final approval of the initial outfitting and equipping of the Lab, operational schedule, policies setting forth the scope of forensic services to be provided through the Lab, policies regarding access to and prioritization of Lab resources, and personnel policies;
- ii. Produce an annual report with budget recommendations or any other recommendations for modification, revision or repeal of this Agreement;
- iii. Make recommendations to each Party as to the terms for any additional agreements or amendments needed to effectuate this Agreement, or as to additional cost items not included in the budget set forth in Section 4 below.

- c. The Board Year shall be from July 1 – June 30 of each year.

- d. The Board shall select a Chair from its members to serve during each Board Year. All Board recommendations shall require a favorable vote

of a simple majority of the entire Board. Any recommendations which require physical or operating modifications to the Lab, modifications to costs assumed by the County of Jefferson under Section 6.b.ii. below, or which impact the construction of the Lab or purchase and installation of fixed equipment of the Lab by the County of Jefferson shall require the additional express approval of the Jefferson County Sheriff.

- e. Upon receipt of written notice of Board recommendations as to the budget, or additional agreements or amendments, each Party shall review those recommendations, with budget recommendations to be considered in time to be included in the upcoming fiscal year budget. If a majority of the Parties approve such recommendations, then all Parties to this Agreement are bound thereby so long as they remain a Party to this Agreement.

3. Lab Director

- a. The Board shall appoint a "Lab Director" who shall be responsible for the supervision and management of day to day operations of the Lab. The Lab Director may be an employee of any Party to this Agreement. Appointment of any individual as the Lab Director shall not affect that person's status as an employee of any of the Parties.
- b. The Lab Director shall serve a term as directed by the Board. The Lab Director may be removed from his or her position at any time by a simple majority of the entire Board, and shall be replaced by another person appointed by the Board upon removal.

4. Budget. Each year, the Board shall recommend a budget of itemized expenditures and revenues to each Party no later than June 30th of each year, including expenditures in addition to those required in Section 6, for the upcoming fiscal year of lab operations and which may include funds payable to a contingency account as set forth in Section 6.vi below. For purposes of this Agreement the fiscal year for Lab operations shall run January 1 through December 31 of each year.

For fiscal years 2014 and 2015, the Parties agree that the initial Lab budget is established effective December 31, 2012, as shown in Exhibit A which is attached hereto and incorporated by this reference.

If operations begin after January 1, 2014, for any partial year 2014 operations the proration of total contributions from each Party shall be at the discretion of the Board, and will be determined for each year no later than June 30 of the year preceding.

5. Functional Organization: Each Party's employees using the Lab shall be and remain the employees of their respective employers for all purposes, regardless of where they may be working or their presence in the Lab. Daily

supervision of all employees shall be the responsibility of the Lab Director. Any discipline or performance issues will be communicated by the Lab Director to an employee's respective Party. Any discipline imposed against an employee shall be the responsibility of the employing Party. All employees shall be required to follow rules for the use of the Lab which shall be promulgated by the Board. When vacancies occur within the Lab staff, the Board may make recommendations to the employing Party when filling the vacancy based upon expertise required and the employing Party's job description. All hiring decisions will remain in the sole discretion of the employing Party. The Lab will be initially be staffed with 13 full-time employees. The Sheriff will provide eight (8) employees, the City of Lakewood four (4) employees and the City of Arvada one (1) employee. For calendar year 2015, the Sheriff shall contribute an additional employee to the Lab. Beyond calendar year 2015, the number of employees and need for any additional employees will be reviewed annually by the Board. Costs for salaries and benefits for any additional employees beyond the original 14 employees set forth herein will be funded fifteen percent (15%) by the Sheriff and eighty-five percent (85%) by cost contributions from the Municipal Parties as set forth in Section 6 below. At the request of any Party, the presence of any employee at the Lab shall be reviewed by the Board.

6. Costs: Costs shall be allocated between the Parties on the following basis:

- a. Capital costs: The design and construction of the Lab and purchasing of fixed equipment for the Lab may be determined in the sole discretion of the Sheriff. Along with the costs identified in Section 6.b.ii below, the capital costs identified in this Section 6.a. shall constitute a contribution in-kind from Jefferson County and Jefferson County shall not be obligated to make any additional monetary contributions under Section 6.b. below.
- b. Additional funding for the Lab will be provided as follows:
 - i. Following the completion of the construction of the Lab under Section 6.a., each Municipal Party shall contribute an annual dollar amount to the Lab according to the budget prepared by the Board under Section 4 above and apportioned between the Parties according to the following formula. For purposes of this Section 6.b.a "Municipal Party" is identified as all parties to this Agreement except for Jefferson County.
 - A. Monetary contributions of each Municipal Party hereunder shall be determined on a pro rata basis using a formula based on the relative law enforcement needs of each Party. The formula shall be calculated as of December 31 of each year using the previous five (5) years of Group A crime data from

the National Incident-Based Reporting System ("NIBRS") and number of budgeted law enforcement (i.e. non-detention and non-court service) officers as of January 1 for each of the applicable Parties. The total Group A crimes reported in the jurisdictions of all applicable Parties in the previous 5 years shall be divided into the respective number of Group A crimes occurring within the jurisdiction of any Party in the previous 5 years to produce that Party's NIBRS share as provided by the Federal Bureau of Investigation ("NIBRS share"). For purposes of this Agreement, Group A crimes shall be defined as set forth by the NIBRS. The total number of budgeted law enforcement officers between all applicable Parties will be divided into the number of budgeted law enforcement officers or "LEOs" for each applicable Party to produce that Party's "LEO Share". Each Party will have a "Respective Contribution" that is the arithmetic mean of the NIBRS Share and the LEO share for that Party. The required contributions of each Party shall be represented by the pro rata share that reflects the Respective Contribution of that Party divided by the total of the Respective Contributions from all the Parties.

- B. Contributions required under this Section 6. b. shall be paid by the Municipal Parties no later than March 1 of each year for the current fiscal year of Lab operations
- ii. After occupancy of the Lab, the County of Jefferson shall be responsible for 100% of the cost of the following:
- A. Capital costs related to repair and maintenance of the building where the Lab is located; and
 - B. Operating costs for the building, including but not limited to electricity, heat, water, sewer, cleaning, ordinary repair and maintenance for the building itself, and other similar costs not defined herein as expressly assumed by Jefferson County, other than consumables, as set forth in Section 6.b.iv.A. the costs for which shall be shared as determined by the Board; and
 - C. Cost for all risk casualty insurance, or self-insurance, for the equipment in the Lab, including the equipment transferred to the Lab from contributing agencies.

- iii. Revenues. In the event of receipt of any state or federal grants or other revenue for the Lab by any Party, credit for such revenue shall be credited to each of the Parties on the same basis as provided for the sharing of costs in Section 6.b.i.a., above. Such credit will be allocated over the period for which the grant or revenue was received. If any local cost or funds matching is required for the grant and the Parties approve such expenditures, such costs shall be allocated to the Parties on the same basis as provided for the sharing of costs in Section 6.b.i.a., above. All credits for revenue or allocations of cost shall be made only after recommendation of the Board as set forth in Section 4 above.
- iv. All payments due to the County of Jefferson from the Municipal Parties for sharing of Lab costs as set forth in this Agreement including but not limited to payments required under Section 6.b above or elsewhere in this Agreement shall be paid to: Jefferson County Accounting, 100 Jefferson County Parkway, Golden, Colorado 80401
- v. Capital Equipment. In the event that the Board determines that the Lab requires specialized capital equipment, including but not limited to firearm ballistics and DNA analysis equipment, the Parties will cooperate to seek grant funds or funds from the Parties to purchase such capital equipment. For any particular acquisition of capital equipment, the Parties may deviate from the cost sharing formula set forth in Section 6.b.i.a., above with the written approval of the Board.
- vi. Contingency Expenses. By decision of the Board, the Parties may be required to pay additional money to fund the Lab to serve as a Contingency Account. Any required contributions from the Parties for the Contingency Account shall be submitted to the Parties in the annual budgetary submittal required by Section 4.b above. Any expenditure from the Contingency Account for expenses not included in the annual budget must be approved by the express decision of the majority of the Board.
- vii. Operating Costs. Except as otherwise provided herein, all ongoing operating costs for the operation of the lab shall be included in the annual budget required by Section 4 above and funding for such operating costs shall be drawn from the annual contributions of the Parties required hereunder. All operating costs shall be held in an appropriate account at the discretion of the County of Jefferson in accordance with

Section 6.c. below. For purposes of this section, Operating Costs shall include all accreditation costs and consumables as set forth below:

A. Consumables properly included as Operating Costs shall include: costs for repair and maintenance of capital equipment, purchase of office and laboratory supplies, costs for DNA testing, and any other consumable costs approved by a vote of the majority of the Board.

B. Consumables not properly included as Operating Costs shall include: travel expenses for Party employees, and costs for hiring outside experts, which costs shall be borne by the employing or investigating Party, respectively.

c. Account Administration: All financial matters, including but not limited to accounting and purchasing, relating to Lab Operations shall be managed by the Jefferson County Sheriffs Office Business Office. The Business Office will manage all payments and revenue related to Lab business and will manage all accounts related to the funding of the Lab in accordance with Jefferson County policies and procedures.

7. Property: All capital equipment and personal property used in the Lab shall be and remain the property of the County of Jefferson regardless of the source of financing. The final disposition of any such property determined to be surplus to the Lab shall be within the discretion of, and subject to, the procedures of the County of Jefferson. This section specifically excludes capital equipment donated to or purchased for the Lab by a Party under Section 6.b.v. above, which may revert to the donating or purchasing Party if approved by the Board.

8. Liability: Each Party shall be responsible for the acts and omissions of its own employees assigned to the Lab and its employees performing services for the Lab, and shall not be responsible for the acts or omissions of any other Party's employees. Nothing contained herein shall be deemed a waiver of any rights, defenses, or immunities provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S. or otherwise provided by law. Nothing contained herein shall be construed to make any employee of any Party an employee of any other Party for liability purposes or for any other purposes.

9. Insurance. The Parties agree to provide at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in the amounts provided in Exhibit B which is attached hereto and incorporated herein by this

reference. Each Party agrees to name the other parties as an additional insured for purposes of insuring operations related to the Lab.

10. Worker's Compensation, Independent Contractors Parties shall, at their own expense, keep in full force and effect during the term of this Agreement statutory worker's compensation insurance or adequate self-insurance funds. Nothing in this Agreement shall be construed to affect the employment status of any employee or independent contractor of either Party in any way. Each Party is solely responsible for its own necessary workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Parties and their employees are not entitled to unemployment insurance benefits from the other Parties.

11. Term: This Agreement becomes effective on July 1, 2013 and shall remain in effect for an initial term of six (6) months, unless earlier terminated by mutual agreement of all Parties. Thereafter, the Agreement shall automatically renew for successive one (1) year terms from January 1 to December 31 of each successive year unless terminated in accordance with section 12, or parties withdraw under the terms of section 12 below. Notwithstanding anything else contained herein, forensic or other investigatory operations at the Lab shall not commence until the Jefferson County Sheriff approves occupancy of the Lab facility. During the Term of this Agreement before such date, the activities of the Lab and the Governing Board shall be limited to proactive planning activities including but not limited to rulemaking, personnel matters, financial matters, and any other matters requiring the agreement of the Parties or the Governing Board prior to the start of operations at the Lab.

12. Termination and Withdrawal:

a. Any Party may withdraw from this Agreement with or without cause upon no less than six (6) months prior written notice to each of the members of the Board. Notwithstanding a Party's withdrawal, the withdrawing Party shall continue to be liable for its share of all costs incurred hereunder prior to receipt of notice of withdrawal until such liabilities are paid in full. Upon withdrawal by any Party hereunder, the remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

b. This Agreement shall not be construed to create a multiple year fiscal obligation for any of the Parties. The payment of Party obligations hereunder in fiscal years subsequent to the year of execution are contingent upon the annual appropriation of funds for this Agreement by a Parties legislative body. If funds for this Agreement are not appropriated in the year subsequent to any fiscal year of this Agreement a Party may withdraw from this Agreement. Such withdrawal shall not impose any penalty against

the withdrawing Party in the event of a failure to appropriate sufficient funds. Upon withdrawal by any Party hereunder, the remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

c. Upon the unanimous agreement of the Parties, this Agreement may be terminated in full at the end of any Lab operations fiscal year. In order to effectuate such termination, the Board must give each Party at least six (6) months' notice of the desire to terminate this Agreement. Upon termination under this subsection (c), all capital equipment shall remain the property of Jefferson County except as otherwise approved by the Board as set forth herein. All Lab funds shall be distributed amongst the Parties upon termination hereunder on a pro rata basis in accordance with shares determined by the contribution formula in Section 6.b.i.a., above .

d. In the event that any Party defaults on a payment or any other financial obligation hereunder, the County of Jefferson shall provide written notice to the defaulting Party, with a copy to all Board members, of the nature of the default and the defaulting Party shall have thirty (30) days from the receipt of such notice to cure such default. If such default is not cured within the 30 days, then the defaulting Party shall be prohibited from any further use of the Lab and may be deemed by the Board to have terminated its participation under this Agreement. Upon a determination by the Board hereunder that a Party has terminated its participation, the Board shall deliver written notice of such termination to the defaulting Party which termination shall be effective immediately upon receipt. By the unanimous decision of the Board, any defaulting Party may re-join the Lab as a Party at a later date provided any outstanding default has been cured. Upon termination of any party hereunder, remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

e. In the event of termination of this Agreement for any reason, all evidence located at the Lab shall be returned to the Party which supplied said evidence.

13. Additional Parties: The Parties understand and agree that additional towns, municipalities or counties, including without limitation those served by the Jefferson County Sheriff, (each, an "Additional Entity") may wish to join this Agreement. The Board must provide unanimous approval of an Additional Entity as a precondition to 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 Lab, the Additional Entity must first pay a sum as determined by the Board.

Thereafter, all cost sharing will be recalculated prospectively to include any Additional Entity or Entities based the formula provided in Section 6.b.i.a., above .

14. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supercedes all other prior and contemporaneous agreements, presentations and understandings of the Parties regarding the subject matter of the Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

15. Colorado Law: This Agreement shall be governed solely by the laws of the State of Colorado. Venue for any litigation shall be in the District Court of the County of Jefferson, Colorado.

16. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

17. Binding Agreement; Survival of Terms:

a. Notwithstanding withdrawal of any Party's participation hereunder under Section 12 a. above, mutual termination under Section 12. c. above, or termination for default under Section 9.d. above, the withdrawing or terminated Party shall continue to be liable to the County of Jefferson for its share of the costs of the Lab as provided in Section 6, and for any outstanding, unpaid liability for equipment purchased for the Lab under Section 6, or any other liabilities incurred prior to receipt of notice of withdrawal of that Party's participation or termination for default. These liabilities shall survive termination or expiration of the Agreement in whole or in part and shall remain a binding obligation of each Party until paid in full. In addition to the foregoing, the obligation of each Party under Sections 9 and 10 (Indemnification and Insurance) shall survive termination or expiration of this Agreement, or that Party's participation hereunder. All other costs owed by that Party under this Agreement shall be immediately due and payable within thirty (30) days of the last day of that Party's participation in this Agreement.

b. Except as set forth in Section 7. no Party, other than the County of Jefferson, shall have any ownership in the Lab facility or its equipment.

c. Without limiting the provisions of Section 15, the Parties understand and agree that this document constitutes a legally enforceable contract and that in the event any Party defaults on its financial obligations hereunder, any one or all of the Parties not in default may enforce the terms of this Agreement.

18. Authority: By executing this Agreement, each Party warrants that the representative signing below has been duly authorized by all appropriate actions of that Party's governing body to enter into and execute this Agreement, and that this Agreement represents a legal, valid and binding obligation of each Party, enforceable upon it in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by applicable bankruptcy or similar laws.

19. Execution by Counterparts. 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. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

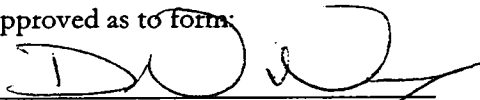
[Signatures appear on the following pages.]

COUNTY OF JEFFERSON
STATE OF COLORADO



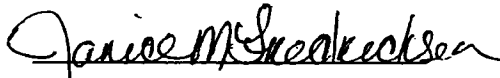
Name: Donald Rosier
Title: Chairman, Board of County
Commissioners

Approved as to form:


David Wunderlich
Assistant County Attorney

STATE OF COLORADO
COUNTY OF JEFFERSON

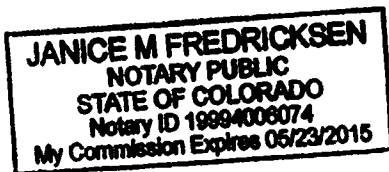
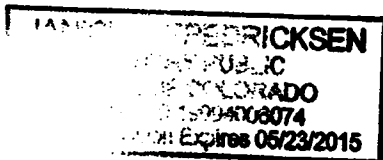
The foregoing instrument was acknowledged before me this 20th day of May, 2013 by Donald Rosier as the Chairman of the Board of County Commissioners of Jefferson County, Colorado.




Notary Public

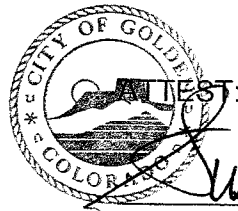
May 23, 2015

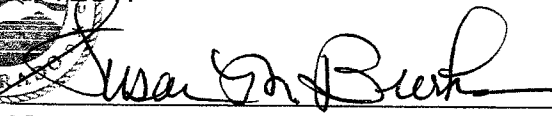
Commission expiration date



CITY OF GOLDEN
STATE OF COLORADO


Name:
Title:




Name:
Title: City Clerk

CITY OF WHEAT RIDGE
STATE OF COLORADO

Name:
Title:

ATTEST:

Name:
Title: City Clerk

CITY OF ARVADA
STATE OF COLORADO

Name:

Title:

ATTEST:

Name:

Title: City Clerk

**INTER-GOVERNMENTAL AGREEMENT TO ESTABLISH THE JEFFERSON
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- e. Upon receipt of written notice of Board recommendations as to the budget, or additional agreements or amendments, each Party shall review those recommendations, with budget recommendations to be considered in time to be included in the upcoming fiscal year budget. If a majority of the Parties approve such recommendations, then all Parties to this Agreement are bound thereby so long as they remain a Party to this Agreement.

3. Lab Director

- a. The Board shall appoint a "Lab Director" who shall be responsible for the supervision and management of day to day operations of the Lab. The Lab Director may be an employee of any Party to this Agreement. Appointment of any individual as the Lab Director shall not affect that person's status as an employee of any of the Parties.
- b. The Lab Director shall serve a term as directed by the Board. The Lab Director may be removed from his or her position at any time by a simple majority of the entire Board, and shall be replaced by another person appointed by the Board upon removal.

4. Budget. Each year, the Board shall recommend a budget of itemized expenditures and revenues to each Party no later than June 30th of each year, including expenditures in addition to those required in Section 6, for the upcoming fiscal year of lab operations and which may include funds payable to a contingency account as set forth in Section 6.vi below. For purposes of this Agreement the fiscal year for Lab operations shall run January 1 through December 31 of each year.

For fiscal years 2014 and 2015, the Parties agree that the initial Lab budget is established effective December 31, 2012, as shown in Exhibit A which is attached hereto and incorporated by this reference.

If operations begin after January 1, 2014, for any partial year 2014 operations the proration of total contributions from each Party shall be at the discretion of the Board, and will be determined for each year no later than June 30 of the year preceding.

5. Functional Organization: Each Party's employees using the Lab shall be and remain the employees of their respective employers for all purposes, regardless of where they may be working or their presence in the Lab. Daily

supervision of all employees shall be the responsibility of the Lab Director. Any discipline or performance issues will be communicated by the Lab Director to an employee's respective Party. Any discipline imposed against an employee shall be the responsibility of the employing Party. All employees shall be required to follow rules for the use of the Lab which shall be promulgated by the Board. When vacancies occur within the Lab staff, the Board may make recommendations to the employing Party when filling the vacancy based upon expertise required and the employing Party's job description. All hiring decisions will remain in the sole discretion of the employing Party. The Lab will be initially be staffed with 13 full-time employees. The Sheriff will provide eight (8) employees, the City of Lakewood four (4) employees and the City of Arvada one (1) employee. For calendar year 2015, the Sheriff shall contribute an additional employee to the Lab. Beyond calendar year 2015, the number of employees and need for any additional employees will be reviewed annually by the Board. Costs for salaries and benefits for any additional employees beyond the original 14 employees set forth herein will be funded fifteen percent (15%) by the Sheriff and eighty-five percent (85%) by cost contributions from the Municipal Parties as set forth in Section 6 below. At the request of any Party, the presence of any employee at the Lab shall be reviewed by the Board.

6. Costs: Costs shall be allocated between the Parties on the following basis:

- a. Capital costs: The design and construction of the Lab and purchasing of fixed equipment for the Lab may be determined in the sole discretion of the Sheriff. Along with the costs identified in Section 6.b.ii below, the capital costs identified in this Section 6.a. shall constitute a contribution in-kind from Jefferson County and Jefferson County shall not be obligated to make any additional monetary contributions under Section 6.b. below.
- b. Additional funding for the Lab will be provided as follows:
 - i. Following the completion of the construction of the Lab under Section 6.a., each Municipal Party shall contribute an annual dollar amount to the Lab according to the budget prepared by the Board under Section 4 above and apportioned between the Parties according to the following formula. For purposes of this Section 6.b.a "Municipal Party" is identified as all parties to this Agreement except for Jefferson County.
 - A. Monetary contributions of each Municipal Party hereunder shall be determined on a pro rata basis using a formula based on the relative law enforcement needs of each Party. The formula shall be calculated as of December 31 of each year using the previous five (5) years of Group A crime data from

the National Incident-Based Reporting System ("NIBRS") and number of budgeted law enforcement (i.e. non-detention and non-court service) officers as of January 1 for each of the applicable Parties. The total Group A crimes reported in the jurisdictions of all applicable Parties in the previous 5 years shall be divided into the respective number of Group A crimes occurring within the jurisdiction of any Party in the previous 5 years to produce that Party's NIBRS share as provided by the Federal Bureau of Investigation ("NIBRS share"). For purposes of this Agreement, Group A crimes shall be defined as set forth by the NIBRS. The total number of budgeted law enforcement officers between all applicable Parties will be divided into the number of budgeted law enforcement officers or "LEOs" for each applicable Party to produce that Party's "LEO Share". Each Party will have a "Respective Contribution" that is the arithmetic mean of the NIBRS Share and the LEO share for that Party. The required contributions of each Party shall be represented by the pro rata share that reflects the Respective Contribution of that Party divided by the total of the Respective Contributions from all the Parties.

- B. Contributions required under this Section 6. b. shall be paid by the Municipal Parties no later than March 1 of each year for the current fiscal year of Lab operations
- ii. After occupancy of the Lab, the County of Jefferson shall be responsible for 100% of the cost of the following:
 - A. Capital costs related to repair and maintenance of the building where the Lab is located; and
 - B. Operating costs for the building, including but not limited to electricity, heat, water, sewer, cleaning, ordinary repair and maintenance for the building itself, and other similar costs not defined herein as expressly assumed by Jefferson County, other than consumables, as set forth in Section 6.b.iv.A. the costs for which shall be shared as determined by the Board; and
 - C. Cost for all risk casualty insurance, or self-insurance, for the equipment in the Lab, including the equipment transferred to the Lab from contributing agencies.

- iii. **Revenues.** In the event of receipt of any state or federal grants or other revenue for the Lab by any Party, credit for such revenue shall be credited to each of the Parties on the same basis as provided for the sharing of costs in Section 6.b.i.a., above. Such credit will be allocated over the period for which the grant or revenue was received. If any local cost or funds matching is required for the grant and the Parties approve such expenditures, such costs shall be allocated to the Parties on the same basis as provided for the sharing of costs in Section 6.b.i.a., above. All credits for revenue or allocations of cost shall be made only after recommendation of the Board as set forth in Section 4 above.
- iv. **All payments due to the County of Jefferson from the Municipal Parties for sharing of Lab costs as set forth in this Agreement including but not limited to payments required under Section 6.b above or elsewhere in this Agreement shall be paid to: Jefferson County Accounting, 100 Jefferson County Parkway, Golden, Colorado 80401**
- v. **Capital Equipment.** In the event that the Board determines that the Lab requires specialized capital equipment, including but not limited to firearm ballistics and DNA analysis equipment, the Parties will cooperate to seek grant funds or funds from the Parties to purchase such capital equipment. For any particular acquisition of capital equipment, the Parties may deviate from the cost sharing formula set forth in Section 6.b.i.a., above with the written approval of the Board.
- vi. **Contingency Expenses.** By decision of the Board, the Parties may be required to pay additional money to fund the Lab to serve as a Contingency Account. Any required contributions from the Parties for the Contingency Account shall be submitted to the Parties in the annual budgetary submittal required by Section 4.b above. Any expenditure from the Contingency Account for expenses not included in the annual budget must be approved by the express decision of the majority of the Board.
- vii. **Operating Costs.** Except as otherwise provided herein, all ongoing operating costs for the operation of the lab shall be included in the annual budget required by Section 4 above and funding for such operating costs shall be drawn from the annual contributions of the Parties required hereunder. All operating costs shall be held in an appropriate account at the discretion of the County of Jefferson in accordance with

Section 6.c. below. For purposes of this section, Operating Costs shall include all accreditation costs and consumables as set forth below:

- A. Consumables properly included as Operating Costs shall include: costs for repair and maintenance of capital equipment, purchase of office and laboratory supplies, costs for DNA testing, and any other consumable costs approved by a vote of the majority of the Board.
- B. Consumables not properly included as Operating Costs shall include: travel expenses for Party employees, and costs for hiring outside experts, which costs shall be borne by the employing or investigating Party, respectively.

c. Account Administration: All financial matters, including but not limited to accounting and purchasing, relating to Lab Operations shall be managed by the Jefferson County Sheriffs Office Business Office. The Business Office will manage all payments and revenue related to Lab business and will manage all accounts related to the funding of the Lab in accordance with Jefferson County policies and procedures.

7. Property: All capital equipment and personal property used in the Lab shall be and remain the property of the County of Jefferson regardless of the source of financing. The final disposition of any such property determined to be surplus to the Lab shall be within the discretion of, and subject to, the procedures of the County of Jefferson. This section specifically excludes capital equipment donated to or purchased for the Lab by a Party under Section 6.b.v. above, which may revert to the donating or purchasing Party if approved by the Board.

8. Liability: Each Party shall be responsible for the acts and omissions of its own employees assigned to the Lab and its employees performing services for the Lab, and shall not be responsible for the acts or omissions of any other Party's employees. Nothing contained herein shall be deemed a waiver of any rights, defenses, or immunities provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S. or otherwise provided by law. Nothing contained herein shall be construed to make any employee of any Party an employee of any other Party for liability purposes or for any other purposes.

9. Insurance. The Parties agree to provide at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in the amounts provided in Exhibit B which is attached hereto and incorporated herein by this

reference. Each Party agrees to name the other parties as an additional insured for purposes of insuring operations related to the Lab.

10. Worker's Compensation, Independent Contractors Parties shall, at their own expense, keep in full force and effect during the term of this Agreement statutory worker's compensation insurance or adequate self-insurance funds. Nothing in this Agreement shall be construed to affect the employment status of any employee or independent contractor of either Party in any way. Each Party is solely responsible for its own necessary workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Parties and their employees are not entitled to unemployment insurance benefits from the other Parties.

11. Term: This Agreement becomes effective on July 1, 2013 and shall remain in effect for an initial term of six (6) months, unless earlier terminated by mutual agreement of all Parties. Thereafter, the Agreement shall automatically renew for successive one (1) year terms from January 1 to December 31 of each successive year unless terminated in accordance with section 12, or parties withdraw under the terms of section 12 below. Notwithstanding anything else contained herein, forensic or other investigatory operations at the Lab shall not commence until the Jefferson County Sheriff approves occupancy of the Lab facility. During the Term of this Agreement before such date, the activities of the Lab and the Governing Board shall be limited to proactive planning activities including but not limited to rulemaking, personnel matters, financial matters, and any other matters requiring the agreement of the Parties or the Governing Board prior to the start of operations at the Lab.

12. Termination and Withdrawal:

a. Any Party may withdraw from this Agreement with or without cause upon no less than six (6) months prior written notice to each of the members of the Board. Notwithstanding a Party's withdrawal, the withdrawing Party shall continue to be liable for its share of all costs incurred hereunder prior to receipt of notice of withdrawal until such liabilities are paid in full. Upon withdrawal by any Party hereunder, the remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

b. This Agreement shall not be construed to create a multiple year fiscal obligation for any of the Parties. The payment of Party obligations hereunder in fiscal years subsequent to the year of execution are contingent upon the annual appropriation of funds for this Agreement by a Parties legislative body. If funds for this Agreement are not appropriated in the year subsequent to any fiscal year of this Agreement a Party may withdraw from this Agreement. Such withdrawal shall not impose any penalty against

the withdrawing Party in the event of a failure to appropriate sufficient funds. Upon withdrawal by any Party hereunder, the remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

c. Upon the unanimous agreement of the Parties, this Agreement may be terminated in full at the end of any Lab operations fiscal year. In order to effectuate such termination, the Board must give each Party at least six (6) months' notice of the desire to terminate this Agreement. Upon termination under this subsection (c), all capital equipment shall remain the property of Jefferson County except as otherwise approved by the Board as set forth herein. All Lab funds shall be distributed amongst the Parties upon termination hereunder on a pro rata basis in accordance with shares determined by the contribution formula in Section 6.b.i.a., above .

d. In the event that any Party defaults on a payment or any other financial obligation hereunder, the County of Jefferson shall provide written notice to the defaulting Party, with a copy to all Board members, of the nature of the default and the defaulting Party shall have thirty (30) days from the receipt of such notice to cure such default. If such default is not cured within the 30 days, then the defaulting Party shall be prohibited from any further use of the Lab and may be deemed by the Board to have terminated its participation under this Agreement. Upon a determination by the Board hereunder that a Party has terminated its participation, the Board shall deliver written notice of such termination to the defaulting Party which termination shall be effective immediately upon receipt. By the unanimous decision of the Board, any defaulting Party may re-join the Lab as a Party at a later date provided any outstanding default has been cured. Upon termination of any party hereunder, remaining Parties shall reapportion the required contributions for continued operations of the Lab amongst the remaining Parties according to the formula contained in Section 6.b.i.a., above .

e. In the event of termination of this Agreement for any reason, all evidence located at the Lab shall be returned to the Party which supplied said evidence.

13.Additional Parties: The Parties understand and agree that additional towns, municipalities or counties, including without limitation those served by the Jefferson County Sheriff, (each, an "Additional Entity") may wish to join this Agreement. The Board must provide unanimous approval of an Additional Entity as a precondition to 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 Lab, the Additional Entity must first pay a sum as determined by the Board.

Thereafter, all cost sharing will be recalculated prospectively to include any Additional Entity or Entities based the formula provided in Section 6.b.i.a., above .

14. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supercedes all other prior and contemporaneous agreements, presentations and understandings of the Parties regarding the subject matter of the Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

15. Colorado Law: This Agreement shall be governed solely by the laws of the State of Colorado. Venue for any litigation shall be in the District Court of the County of Jefferson, Colorado.

16. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

17. Binding Agreement; Survival of Terms:

a. Notwithstanding withdrawal of any Party's participation hereunder under Section 12 a. above, mutual termination under Section 12. c. above, or termination for default under Section 9..d. above, the withdrawing or terminated Party shall continue to be liable to the County of Jefferson for its share of the costs of the Lab as provided in Section 6, and for any outstanding, unpaid liability for equipment purchased for the Lab under Section 6, or any other liabilities incurred prior to receipt of notice of withdrawal of that Party's participation or termination for default. These liabilities shall survive termination or expiration of the Agreement in whole or in part and shall remain a binding obligation of each Party until paid in full. In addition to the foregoing, the obligation of each Party under Sections 9 and 10 (Indemnification and Insurance) shall survive termination or expiration of this Agreement, or that Party's participation hereunder. All other costs owed by that Party under this Agreement shall be immediately due and payable within thirty (30) days of the last day of that Party's participation in this Agreement.

b. Except as set forth in Section 7. no Party, other than the County of Jefferson, shall have any ownership in the Lab facility or its equipment.


c. Without limiting the provisions of Section 15, the Parties understand and agree that this document constitutes a legally enforceable contract and that in the event any Party defaults on its financial obligations hereunder, any one or all of the Parties not in default may enforce the terms of this Agreement.

18. Authority: By executing this Agreement, each Party warrants that the representative signing below has been duly authorized by all appropriate actions of that Party's governing body to enter into and execute this Agreement, and that this Agreement represents a legal, valid and binding obligation of each Party, enforceable upon it in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by applicable bankruptcy or similar laws.

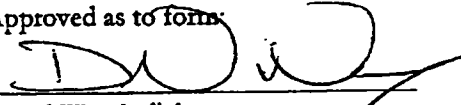
19. Execution by Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

[Signatures appear on the following pages.]

COUNTY OF JEFFERSON
STATE OF COLORADO


Name: Donald Rosier
Title: Chairman, Board of County
Commissioners

Approved as to form:


David Wunderlich
Assistant County Attorney

STATE OF COLORADO
COUNTY OF JEFFERSON

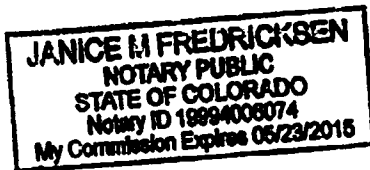
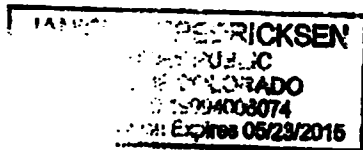
The foregoing instrument was acknowledged before me this 20th day of May, 2013 by Donald Rosier as the Chairman of the Board of County Commissioners of Jefferson County, Colorado.



Notary Public

May 23, 2015

Commission expiration date



CITY OF WHEAT RIDGE
STATE OF COLORADO

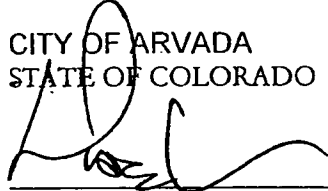


April T. Webb
Name:
Title:

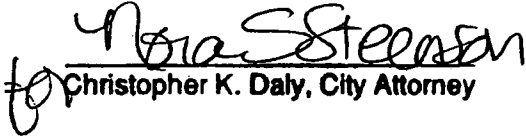
ATTEST:

Janelle Shawer
Name:
Title: City Clerk

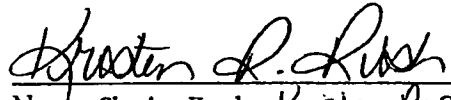

CITY OF ARVADA
STATE OF COLORADO


Name: Marc Williams
Title: Mayor

APPROVED AS TO FORM:

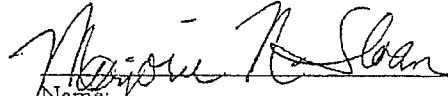

for Christopher K. Daly, City Attorney

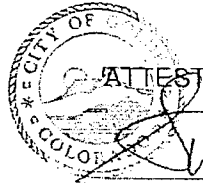
ATTEST:


Name: ~~Chris Koch~~ Kristen Rush
Title: City Clerk


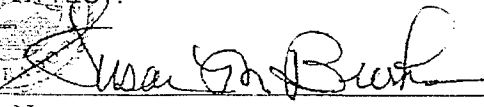


CITY OF GOLDEN
STATE OF COLORADO


Name: _____
Title: _____



ATTEST:


Name: _____
Title: City Clerk

Dated this 21st ^{September (12/2)} day of August, 2013.

ATTEST:

Margy Greer
Margy Greer, City Clerk

APPROVED AS TO FORM

Janet Young
Janet Young, Deputy City Attorney
Office of the City Attorney

CITY OF LAKEWOOD

Kathleen E. Hodgson
Kathleen E. Hodgson, City Manager

Kevin Paletta
Kevin Paletta, Chief of Police
Lakewood Police Department

Larry Dorr
Larry Dorr, Director
Department of Finance



Exhibit A
Regional Crime Lab Allocations - Exhibit A.xlsx

	Sworn Staff		NIBRS Category A		Applied %	Total Annual Contribution
Anada	166	30.4%	3297	24.2%	27.3%	\$ 242,431.00
Golden	44	8.1%	557	4.1%	6.1%	
Lakewood	261	47.8%	8102	59.6%	53.7%	
Wheat Ridge	75	13.7%	1641	12.1%	12.9%	
TOTAL	546	1	13597	1	100.0%	

2014/2015

	EXHIBIT B - INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required \$1M ea occurrence \$2M general aggregate
	Law enforcement liability	\$1M per occurrence \$1M aggregate
	Commercial automobile liability insurance - if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	Certificates of insurance on all policies to the county shall provide written notice of not less than 30 days prior to cancellation or non-renewal of coverage	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
IV	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
V	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required