

RESOLUTION NO. 158-18

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY, COLORADO FOR THE JOINT REGIONAL CRIME LABORATORY

WHEREAS, the City Council finds that it is in the City's interest, by and through the Colorado Springs Police Department, to continue the existence of the Metro Crime Lab with El Paso County, Colorado, by and through the El Paso County Sheriff's Office; and

WHEREAS, the City is authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with other local government agencies to provide any function, service or facility lawfully authorized to each of the cooperating government units.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement attached hereto as Exhibit "A."

Section 2. The City Council further authorizes the Mayor of the City of Colorado Springs and the Police Chief of Colorado Springs to execute the Intergovernmental Agreement on behalf of the City.

DATED at Colorado Springs, Colorado, this 11th day of December, 2018.



Council President

ATTEST:



Sarah B. Johnson, City Clerk



EXHIBIT "A"

(IGA)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF COLORADO SPRINGS
AND EL PASO COUNTY, COLORADO
FOR THE JOINT REGIONAL CRIME LABORATORY**

This Intergovernmental Agreement (hereafter "Agreement") is between the City of Colorado Springs ("City"), a Colorado municipal corporation and home rule city, by and through the Colorado Springs Police Department ("CSPD"), and El Paso County, Colorado ("County"), by and through the El Paso County Sheriff's Office ("EPSO"). For purposes of this Agreement each Party may be referred to as a "Party" or collectively as "Parties".

PURPOSE

CSPD and EPSO agree it is necessary to update the current Intergovernmental Agreement for the Joint Regional Crime Laboratory ("Metro Crime Lab") which commenced on January 1, 2009 and is set to expire on January 1, 2019. CSPD and EPSO find it in their mutual interest, convenience, and the most efficient use of citizen tax dollars to continue the existence of the Metro Crime Lab as the regional law enforcement center for crime laboratory analysis.

AGREEMENT

1. **TERM:** This new Agreement shall be for a term commencing on January 1, 2019 and ending January 1, 2029. The Agreement will automatically be extended and renewed for another period of ten (10) years from the expiration date and can be extended for a second ten (10) year renewal term if mutually agreed to by the Parties to the Agreement.

2. **PERSONNEL:** The Laboratory will be staffed with personnel from the City and the County. The general configuration of lab personnel is as follows: (1) Crime Laboratory Manager; (1) Crime Laboratory Supervisor; (1) Office Specialist; (2) Sr. Forensic Chemists; (1) Forensic Chemist; (1) DNA Technical Leader; (2) DNA Analysts; (1) Part-time DNA Analyst; (1) Part-time Civilian Criminal Investigator NIBIN Tech; (2) Latent Print Examiners; (1) Part-time Latent Print Examiner; (1) Firearms Examiner; and (5) Crime Scene Investigators (Criminologists). Generally the County will provide: (1) Forensic Chemist/Firearms Examiner and (2) Crime Scene Investigators (Criminologists) with the remaining personnel provided by the City.

3. **WORKLOAD ANALYSIS:** Workload analysis will be regularly monitored to ensure that the ratio of City/ County employees continues to be appropriate for the ratio of lab requests submitted by each agency. If it is agreed by both Parties that the current ratio of employees is not appropriate, either the City or County will add an employee. A

- b) Necessary capital equipment purchases mutually agreed upon by the City and County will be jointly purchased by the Parties, with each Party contributing to the total cost a proportion equal to the proportion of City to County requests worked by the Laboratory over the previous year. Ownership of mutually agreed upon capital equipment purchased in this manner will be determined by the percentage of funds contributed by each Party with each Party owning a share proportionate to the amount of funds contributed for the purchased capital equipment.
- c) The Metro Crime Lab Manager or designee may purchase new capital equipment, as needed, through general budgeted funds controlled by either the City or the County. Capital equipment purchases solely made with either City or County with general budgeted funds will be solely owned by the Party which paid for the capital equipment.
- d) The Metro Crime Lab Manager or designee may purchase new capital equipment, as needed, through grants or other available funding external to the City or County. Capital equipment purchases made with grants or other external funding sources (for example equitable sharing receipts) will be solely owned by either the Party designated as the grantee in the applicable grant or by the Party which obtained the external funding source.

8. OPERATING SUPPLIES AND MINOR EQUIPMENT: Necessary Metro Crime Lab operating supplies and minor equipment will be provided for as follows:

- a) Operating supplies and minor equipment are defined as such minor equipment and supplies that are necessary for the efficient and effective operation of the Metro Crime Lab. Such supplies and equipment will be purchased through the City purchasing system.
- b) The City shall bill the County quarterly for consumable operating supplies and minor equipment on a pro-rated basis equal to the proportion of County requests submitted to by the Laboratory relative to City requests submitted.

9. OTHER OPERATING COSTS: Costs for telephone service, utilities, and janitorial services for the Metro Crime Lab will be the sole responsibility of the City. Costs for operating and maintaining City vehicles assigned to the Metro Crime Lab will be the responsibility of the City. Costs for operating and maintaining County vehicles assigned to the Metro Crime Lab will be the responsibility of the County.

For the County:

In accord with the Colorado Constitution, Article X, Section 20, performance of any of the County's obligations under this Agreement are expressly subject to appropriation of funds by the El Paso County Board of County Commissioners. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional spending limitations, then the County may terminate this Agreement without compensation to City.

15. GENERAL PROVISIONS:

- a) It is expressly understood and agreed that this Agreement is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under or resulting from this Agreement shall be deemed to be incidental beneficiaries only.
- b) This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representative of the Parties hereto.
- c) In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to informally resolve that dispute through consultation and communication between the Parties.
- d) The headings used in this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

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shift in workload will not be grounds for one or other agency to remove a current employee.

Table 1 – Percentage of EPSO Lab Requests vs. CSPD Lab Requests Submitted to the Metro Crime Lab

Lab Requests	2018 (thru 04-30-18)	2017	2016	2015	2014
Lab Requests - CSPD	885	2572	2478	2176	1634
Lab Requests - EPSO	139	371	407	316	283
# Lab Requests both agencies	1024	2943	2885	2492	1917
% Lab Requests - CSPD	86.43	87.39	85.89	87.32	85.24
% Lab Requests - EPSO	13.57	12.61	14.11	12.68	14.76

4. **SALARY AND BENEFITS:** Salary and benefits for City personnel shall be determined by and paid for by the City. Salary and benefits for County personnel shall be determined by and paid for by the County. During the hiring process of any future Laboratory employees, the City and County will both have the opportunity to participate in the interview processes of the applicants and will have input on the final decision before a job offer is made. However, the final hiring decision will be made by the hiring entity.

5. **SUPERVISION:** Functional supervision for all personnel assigned to the Metro Crime Lab will be the responsibility of the Metro Crime Lab Manager or designee. Such supervision may include, but is not necessarily limited to, scheduling, assignment of work, and the review and approval of work products. Discipline and termination, if necessary, will be the responsibility of the City for City personnel and the County for County personnel. Evaluations for City personnel will be conducted pursuant to City policy. Evaluations of County personnel will be accomplished by the employee's assigned Supervisor in a format approved by the County. Each Party will retain control and supervision over that Party's personnel at all time, except as provided for in this paragraph.

6. **LOCATION:** The Metro Crime Lab will be housed in the City Police Department's Police Operations Center.

7. **CAPITAL EQUIPMENT:** Necessary capital equipment will be provided for as follows:

- a) Pursuant to City regulations capital equipment purchases are defined as equipment costing \$5,000 or more. All capital equipment purchased by the City will meet this definition. Pursuant to County policy, capital assets are defined as an asset with an initial, individual cost of more than \$5000. All capital equipment purchased by the County will meet the County definition of capital equipment.

- b) Necessary capital equipment purchases mutually agreed upon by the City and County will be jointly purchased by the Parties, with each Party contributing to the total cost a proportion equal to the proportion of City to County requests worked by the Laboratory over the previous year. Ownership of mutually agreed upon capital equipment purchased in this manner will be determined by the percentage of funds contributed by each Party with each Party owning a share proportionate to the amount of funds contributed for the purchased capital equipment.
- c) The Metro Crime Lab Manager or designee may purchase new capital equipment, as needed, through general budgeted funds controlled by either the City or the County. Capital equipment purchases solely made with either City or County with general budgeted funds will be solely owned by the Party which paid for the capital equipment.
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10. WORK ASSIGNMENTS: Assignment of work schedules and tasks is the responsibility of the Metro Crime Lab Manager or designee. The Metro Crime Lab Manager has the authority to exercise discretion when determining if the Laboratory should accept requests for laboratory examinations or crime scenes response. However, Investigations Division's Supervisors have the authority to request the Metro Crime Lab to respond if deemed necessary. Personnel will be assigned to duties in the Laboratory and at crime scenes without regard to the specific location of the crime. County personnel may be assigned to work in City jurisdiction and City personnel may be assigned to work in County jurisdiction. On scene direction will be provided by the investigator in command of the scene.

11. TERMINATION: Either Party may terminate this Agreement at any time by giving the other Party sixty (60) days written advance notice of termination. In the event of termination of this Agreement, capital equipment ownership will be determined as outlined in paragraph 7. For capital equipment that includes an ownership share by each Party, the majority owner will compensate the other Party the fair market value of the percentage of ownership in said capital equipment.

12. APPLICABLE LAW, JURISDICTION AND VENUE: This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. Court jurisdiction shall exclusively be in the El Paso County District Court for the Fourth Judicial District of Colorado.

13. LIABILITY: Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the City or the County of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

14. APPROPRIATIONS:

For the City:

In accord with the Colorado Constitution, Article X, Section 20, and Section 7-60 of the Charter of the City of Colorado Springs, performance of City's obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to the County.

For the County:

In accord with the Colorado Constitution, Article X, Section 20, performance of any of the County's obligations under this Agreement are expressly subject to appropriation of funds by the El Paso County Board of County Commissioners. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional spending limitations, then the County may terminate this Agreement without compensation to City.

15. GENERAL PROVISIONS:

- a) It is expressly understood and agreed that this Agreement is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under or resulting from this Agreement shall be deemed to be incidental beneficiaries only.
- b) This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representative of the Parties hereto.
- c) In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to informally resolve that dispute through consultation and communication between the Parties.
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John W. Suthers

John W. Suthers, Mayor
City of Colorado Springs

12-12-18

Date

Pete Carey

Pete Carey, Police Chief
City of Colorado Springs

12-12-18

Date

Darryl Glenn

Darryl Glenn, President, El Paso County
Board of Commissioners 18-461A

12-4-18

Date

Bill Elder

Bill Elder, Sheriff
El Paso County

10-27-18

Date

APPROVED AS TO FORM
CITY OF COLORADO SPRINGS
CITY ATTORNEY'S OFFICE

Frederick Stein
Name: Frederick Stein

COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM:

Robert K. [Signature]

11/27/18