

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 09
Series of 2020

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE FOR CRIME LAB/CRIME SCENE SERVICES

WHEREAS, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge and Lakewood, Colorado are authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, Lakewood and Wheat Ridge are each authorized to perform law enforcement functions pursuant to Section 6, Article XX of the Colorado Constitution and C.R.S. § 31-15-401; and

WHEREAS, Lakewood currently possesses both a forensic crime lab and personnel that provide services that enhance investigative capabilities on crime scenes; and

WHEREAS, Wheat Ridge does not currently possess such specialized lab facilities or personnel; and

WHEREAS, the Wheat Ridge City Council ("Council") finds that contracting with Lakewood for the use of Lakewood's forensic crime lab facilities and personnel would promote and protect the public health, safety, and welfare by enhancing the investigative capabilities of Wheat Ridge concerning Wheat Ridge crime scenes; and

WHEREAS, the Council therefore desires to approve the terms of an agreement with Lakewood under which Wheat Ridge may utilize Lakewood's forensic crime lab and personnel; and

WHEREAS, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve said intergovernmental agreement by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Wheat Ridge City Council, that:

The Intergovernmental Agreement by and between the City of Lakewood and the City of Wheat Ridge concerning Wheat Ridge's use of Lakewood's forensic crime lab and personnel for calendar year 2020, attached to this Resolution and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 27th day of January, 2020.

Bud Starker

Bud Starker, Mayor

ATTEST:

Steve Kirkpatrick

Steve Kirkpatrick, City Clerk



**INTERGOVERNMENTAL AGREEMENT
FOR
FORENSIC CRIME LAB SERVICES AND PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT FOR FORENSIC CRIME LAB SERVICES AND PERSONNEL (the "Agreement") is made and entered into effective this 1st day of January, 2020 (the "Effective Date"), by and between the **CITY OF WHEAT RIDGE, COLORADO**, a Colorado municipal corporation, ("Wheat Ridge"), and the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation ("Lakewood").

WHEREAS, in 2006, the parties entered into an Agreement for forensic crime lab services and personnel (the "Original IGA");

WHEREAS, annually thereafter, the parties have entered into identical versions of the Original **IGA**;

WHEREAS, the parties desire to enter into a longer-term agreement for the forensic crime lab services and personnel described herein (collectively, the "Services") with options for extension and termination;

WHEREAS, Lakewood possess a forensic crime lab and personnel that provide services that enhance investigative capabilities at crime scenes;

WHEREAS, Wheat Ridge desires to use these resources to more effectively manage its crime scene investigation, and Lakewood agrees to provide for such use;

WHEREAS, Lakewood employs one (1) additional Crime Scene Analyst (as defined herein) to service Wheat Ridge's crime scene investigation needs, which results in Wheat Ridge will receiving services equivalent to one (1) full-time employee; and

WHEREAS, the parties wish to memorialize their agreements herein.

NOW THEREFORE, in consideration of the recitals, covenants and promises herein set forth and other good and valuable consideration herein received, the parties agree as follows:

I. TERM AND TERMINATION APPROPRIATION.

A. Term: Extension.

1. Term. The Term of this Agreement shall be five (5) years from the Effective Date, unless extended as set forth herein, subject to annual appropriation and termination as provided herein.
2. Extension. This Agreement may be extended for five-year periods, not to exceed four (4) such extensions.

- B. Termination. Either party may terminate this Agreement at any time and for any reason upon providing sixty (60) days notice to the non-terminating party; provided, however, that if the reason for termination is the other party's breach of this Agreement, the non-terminating party shall be given at least thirty (30) days to effect a cure. Notice of termination must state the reason for termination with sufficient detail to provide the non-terminating party adequate information to cure.

- C. Compliance with Colorado Constitution Article X Section 20. The obligations of the parties hereunder are expressly subject to annual appropriation of amounts necessary in the sole and exclusive discretion of their respective governing bodies. Nothing in this Agreement constitutes or is intended to create a multi-year fiscal obligation or debt of either party within the meaning Article X, Section 20 of the Colorado Constitution.

II. DEFINITIONS. As used herein, the following terms have the meanings set forth:

- A. Ancillary Scene/Ancillary Crime Scene: A location that is not the primary scene of a Call-out. Ancillary Scenes include, but are not limited to: hospitals, vehicles and the Lakewood Police Department when used to create search warrants and process victims and/or suspects.
- B. Call-out: A request made by either the Wheat Ridge or Lakewood Police Department for a Crime Scene Analyst, and any other personnel as may be deemed necessary, to visit a Crime Scene and to begin the investigation and analysis necessary to resolve a particular case.
- C. Court Preparation: Includes but is not limited to: photo processing and preparation, diagram production, pre-trial meetings, consultation and other work done to prepare for any court proceedings resulting from a Crime Scene investigation.
- D. Crime Scene: Either a Primary or Ancillary Scene as defined herein.
- E. Crime Scene Analyst: A non-sworn member of the Lakewood Police Department specializing in Crime Scene investigation.
- F. Forensic Crime Lab/Crime Lab: A laboratory specially designed to aid in the investigation and analysis of evidence found at a Primary Crime Scene or any Ancillary Crime Scene.
- G. Image Analysis: Follow-up work performed in the Crime Lab, which includes, but is not limited to: review of images and providing stills from surveillance tapes.
- H. Overtime: Time worked by any Crime Scene Analyst beyond the normal working hours as scheduled on a weekly basis.
- I. Primary Scene/Primary Crime Scene: The location where a crime is committed.

III. SERVICES. Lakewood shall make its Forensic Crime Lab and personnel available to Wheat Ridge as set forth herein.

- A. Call-outs. Wheat Ridge may make a Call-out request for a Crime Scene Analyst in the circumstances as set forth in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Call-out Policy"). Lakewood shall make all assignments for each Call-out. Wheat Ridge shall provide security for any Crime Scene Analyst at the scene of a Wheat Ridge incident. Lakewood shall provide the following Services to Wheat Ridge in conjunction with each Wheat Ridge Call-out:
 - 1. At least one (1) Crime Scene Analyst at the Primary Scene of the Call-out (additional personnel may be called out as necessary and as available);
 - 2. At least one (1) Crime Scene Analyst at any Ancillary Scenes (additional personnel may be called out as necessary and as available);

3. Chemical preparation for any required processing at a Crime Scene; and
 4. Follow-up preparation and evaluation of evidence in Lakewood's or Wheat Ridge's Crime Lab, including, but is not limited to:
 - a. Documentation of clothing and other items of evidentiary value;
 - b. Bloodstain pattern analysis both at the Crime Scene and in the Crime Lab (bloodstain pattern analysis includes presumptive testing for blood);
 - c. Field response latent print processing;
 - d. Footwear and tire track processing and comparison;
 - e. Alternate light source examinations;
 - f. Image Analysis;
 - g. Image processing and the archival storage and reproduction of images, which includes time, material and storage expense;
 - h. Report writing and diagramming, which includes laser mapping;
 - i. Gunshot residue collection;
 - j. Court Preparation; and
 - k. Court testimony.
- B. Training. Provide Crime Scene training to members of the Wheat Ridge Police Department when deemed necessary and appropriate, contingent upon the reasonable availability of Lakewood Crime Lab personnel to render such training. This training can include, but is not limited to:
1. Police in-service training;
 2. Basic Crime Scene Investigator (CSI) training; and
 3. CSI best practices update training.
- C. Assistance and Support. Provide assistance and technical support for various community outreach programs that have been established by the Wheat Ridge Police Department, contingent upon the reasonable availability of Lakewood Crime Lab personnel. These programs include, but are not limited to:
1. Wheat Ridge Volunteer Academy;
 2. Wheat Ridge Civilian Police Academy; and
 3. Wheat Ridge Police National Night Out Event.
- D. Procedure. For Crime Scenes located in Wheat Ridge, all evidence not required for immediate forensic examination shall be booked into Wheat Ridge property and evidence. Wheat Ridge shall be responsible for any required viewings of evidence.
- E. Standard. Access and Quality of Service. With regard to all Services provided hereunder, when responding to a request from Wheat Ridge, Lakewood shall provide the same standard of service, quality of service and accessibility to Wheat Ridge as it does for all Lakewood Call-outs.
- F. Staffing: Supervision. The Lakewood Forensic Crime Lab shall be staffed and supervised exclusively by Lakewood employees.
- G. Scope. This Agreement shall not be read to include access to any Lakewood Computer Forensics Technician.
- H. Wheat Ridge Facilities. Lakewood shall have access to Wheat Ridge facilities as necessary to carry out the intent of this Agreement. In particular, Lakewood shall have

access to the evidence facility owned by Wheat Ridge located at 11220 W. 45th Avenue, Wheat Ridge, Colorado.

IV. CONSIDERATION. In exchange for the Services provided and access to Crime Scene investigation resources, Wheat Ridge shall compensate Lakewood as follows:

A. Salary, Benefits and Other Associated Costs.

1. General. Wheat Ridge shall pay to Lakewood the salary, benefits and other costs for one (1) full-time Crime Scene Analyst. **The salary during the year of this Agreement (2020) shall not exceed Seventy-two Thousand Three Hundred Forty-nine and 00/100 dollars (\$72,349)** and shall be payable in advance in equal quarterly installments of Eighteen Thousand Eighty-seven and 25/100 dollars (\$18,087.25).
2. Overtime. Wheat Ridge shall pay all hourly overtime costs for Crime Scene Analysts on Wheat Ridge Call-outs at the overtime rates paid by Lakewood for all overtime incurred by such Crime Scene Analysts. Within thirty (30) days of receipt of an invoice from Lakewood, Wheat Ridge shall pay to Lakewood all overtime costs incurred.

B. Replenishment of Supplies. Wheat Ridge agrees to provide replenishment of supplies consumed in the course of a Crime Scene investigation; including, but are not limited to, fingerprint powder, tape and brushes, casting material and chemicals used in the development of latent impressions and latent blood detection.

C. Personnel Support Fee. Wheat Ridge agrees to pay to Lakewood an additional fee for one (1) Crime Scene Analyst in the amount of \$1,600 per year to fund training costs, pager, mobile phone and clothing expenses. Lakewood will bill this fee quarterly in pro-rated amounts.

D. Changes. Changes in salary, benefits, overtime and other costs associated with this Agreement shall be made during each party's budget process (typically completed in the months of May and June) and shall be reflected on the form attached hereto **Exhibit 2**. In no event shall such changes be communicated to the other party later than one (1) week prior to submission of the final budget to the party's respective City Managers' offices for approval. Upon mutual agreement of the parties as to the changes reflected in Exhibit 2, as evidenced by their signatures thereon, Exhibit 2 shall be automatically amended without further action of the parties.

V. RECORDS RETENTION - PUBLIC RECORDS REQUESTS AND SUBPOENAS. All physical records and evidence generated by the Crime Lab and its personnel shall remain in the possession of Lakewood for the limited purpose of forensic examination. Upon the completion of examination of such records for a Wheat Ridge Crime Scene, such physical records and evidence shall be maintained by Wheat Ridge. Legal ownership of such records and evidence from any Wheat Ridge Crime Scene shall remain exclusively with Wheat Ridge. Wheat Ridge shall have all responsibility for responding to records inspection requests and any subpoenas for records with respect to Wheat Ridge crime scenes.

VI. COMPLIANCE WITH APPLICABLE LAW. The Parties agree that in execution of the terms and conditions of this Agreement, they shall comply with all applicable federal, state and local laws, regulations and policies

VII. NOTICE. Any notice to be provided under this Agreement shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to Wheat Ridge: Division Chief, Support Services Division
City of Wheat Ridge
7500 W. 29th Ave.
Wheat Ridge, CO 80033

With a copy (which shall not constitute notice) to: Gerald E. Dahl
Murray Dahl Beery & Renaud LLP
710 Kipling Street Suite 300
Lakewood CO 80215

If to Lakewood: Commander, Support Services Division
480 S. Allison Pkwy.
Lakewood, CO 80226

With a copy (which shall not constitute notice) to: Office of the City Attorney
City of Lakewood
480 S. Allison Pkwy.
Lakewood, CO 80226

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

VIII. GENERAL PROVISIONS.

- A. Integrated Agreement: Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- B. No Waiver. Failure to insist upon strict compliance with any of the terms, covenants and/or conditions hereof shall not be deemed a waiver of such terms, covenants and/or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
- C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the Lakewood and Wheat Ridge shall be deemed to be only an incidental beneficiary under this Agreement.
- D. Governing Law: Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, jurisdiction and venue shall be proper and exclusive in the Courts of Jefferson County, Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

- E. Counterparts: Electronic Disposition. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately represent the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- F. Paragraph headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
- G. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

[Remainder of page intentionally blank- signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

ATTEST:

CITY OF WHEAT RIDGE, COLORADO


By: 

Steve Kirkpatrick, City Clerk

By: 

Bud Starker, Mayor

APPROVED AS TO FORM:

By: 

Gerald Dahl, City Attorney

CITY OF LAKEWOOD

ATTEST:

Kathleen E. Hodgson, City Manager

Michele Millard,
City Clerk

Approved as to form:

Gregory D. Graham, Deputy City Attorney

Recommended for approval:

Approved as to funding:

Daniel J. McCasky, Chief of Police

Larry Dorr, Finance Director

EXHIBIT 1
Call Out Policy

Wheat Ridge may make Call-out requests for the following incidents:

1. Homicides and attempted homicides
2. Questionable (suspicious) and accidental deaths
3. Suicides
4. Felony Sex Assaults
5. First & Second degree assaults on police or fire personnel
6. Assaults with potentially life threatening injuries to any person
7. Fire investigations involving human death or potentially life threatening injuries; or at the request of fire investigators for technical assistance
8. Felony child abuse
9. First or Second degree kidnapping
10. Police involved shootings
11. Other types of incidents where the sensitivity of the investigation or a forensic complexity precludes the normal processing option, at the discretion of the supervisor

EXHIBIT2
Annual Changes to Salary, Other Costs

The parties shall use this form to make annual changes to the salary, benefits, overtime and other costs associated with this Agreement, as set forth in Section IV.

Year: 2020

New Salary (if any): \$72,349/year

Overtime Pay/Rate: \$54.62/hour

Benefits Changes (if any): No change for 2020

Changes in other Costs (if any): No change for 2020