

**INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY REGION 12
OPIOID COUNCIL, DOUGLAS COUNTY, AND DOUGLAS COUNTY SHERIFF'S
OFFICE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, STATE OF COLORADO** ("County"), **DOUGLAS COUNTY REGION 12 OPIOID COUNCIL** ("Council"), the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO"). The County, Council, and DCSO are hereinafter collectively referred to as the "Parties" and individually to as a "Party."

RECITALS

WHEREAS, the Council and the Douglas County Mental Health Division, a division of the Department of Human Services, are undertaking certain activities for the maintenance of the CRT program which provides a collaborative response involving a law enforcement officer and a licensed mental health clinician to respond to referrals from law enforcement and other designated community partners, and active 911 calls that are behavioral health or non-criminal substance use crisis in nature; and

WHEREAS, the Council approved an allocation of Region 12 Opioid Abatement Funds on December 5, 2024, for a CRT Deputy ("Funds"); and

WHEREAS, the Council desires to engage DCSO to render certain professional services and assistance in connection with such undertakings of the Council related to the CRT program; and

WHEREAS, DCSO has the ability to assist the Council through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth; and

WHEREAS, DCSO is uniquely positioned to serve the community and provide a law enforcement deputy for the operation and maintenance of the CRT program.

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

1. **Amount of Grant Funding.** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of Opioid Abatement Funds the Council grants to DCSO is **ONE HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$190,000.00)** for all services described in Exhibit A, attached hereto and incorporated herein. In no event shall the Council be liable for payment under this Agreement for any amount in excess thereof.

The Council is not under obligation to make any future apportionment or allocation to this Agreement.

2. **Use of Funds.** DCSO shall only use the Funds to cover the cost of one full-time B-Side deputy for the Douglas County CRT program and for services described in Exhibit A.

3. **Disbursement of Funds.** DCSO will be reimbursed for services rendered and described herein in a manner satisfactory to the Council. DCSO agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein. To the extent any Funds disbursed to DCSO under this Agreement are not expended including for services that are not rendered or any costs are later refunded to DCSO, DCSO agrees to return all such unused or refunded Funds to the Council by September 30, 2026.

All Funds provided by the Council—whether in whole or in part—remain subject to State review and may later be disallowed. Accordingly, the provision of Funds by the Council does not waive DCSO’s obligation to comply with this Agreement or any applicable laws, regulations, or rules. Furthermore, it shall not be construed as a waiver or estoppel of DCSO’s obligation to repay any Funds that are subsequently determined to have been used for ineligible expenses, outside the approved Scope of Work, or in violation of this Agreement or applicable law.

4. **Term.** It is mutually agreed by the Parties that the Term of this Agreement shall commence as of 12:01 a.m. on **October 1, 2025**, and terminate at 12:00 a.m. on **September 30, 2026**. This Agreement and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the Council’s satisfaction with all products and services received during the preceding Term.

5. **Accounting.** DCSO agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. DCSO also agrees to be solely responsible for ensuring that it disburses and accounts for the Funds received from the Council in strict compliance with any regulations or guidance issued by this Agreement, and all other applicable statutory and regulatory accounting requirements. DCSO shall maintain a complete set of books and records documenting its use of the Funds, and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility, and financial and other administrative aspects involved in use of the Funds.

6. **Audit and Records of Expenditures.** The Council and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of DCSO which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. DCSO shall provide any documentation necessary to prepare all reporting required of or by the Council, and shall keep all books, documents, papers and records which are pertinent to DCSO’s performance for a minimum period of three (3) years from September 30, 2026 or the date of the

last expenditure of the Funds, whichever is later. The records shall be sufficient to definitively establish that the Funds were used in a manner consistent with this Agreement.

If DCSO fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein, DCSO shall be required to return the amount of the Funds dispersed or any portion thereof upon the written request of the Council. DCSO agrees to cooperate with the Council fully and completely in any audit of the Funds dispersed to DCSO pursuant to this Agreement. If the Council incurs legal expenses relating to an audit of DCSO's expenditure of Funds, DCSO agrees to pay the Council's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which DCSO is alleged to have misused or failed to properly account for the Funds.

7. **Non-Eligible Use of Opioid Abatement Funds.** Any item of expenditure by DCSO under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Council, the Council's external auditor, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or State law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of DCSO, shall become DCSO's liability, to be paid by DCSO from funds other than those provided by the Council under this Agreement or any other agreements between the Council and DCSO. This provision shall survive the expiration or termination of this Agreement.

8. **Disputes/Release.** DCSO acknowledges that the Council's decisions concerning any advancement of Funds or reimbursement of any submittal or re-submittal are final and cannot be challenged or appealed in court or otherwise. DCSO hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief and any other relief of any kind whatsoever, that it has or may have now or in the future, against the Council, the County, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Funds, or to obtain damages for the Council's failure to advance or pay Funds, or to seek any other relief that is inconsistent with this section of the Agreement.

9. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that no Party to this Agreement waives or intends to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Council and the County.

10. **Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the Parties or any other entity who may become a Party to this Agreement.

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

12. **Assignment.** The Parties covenant and agree not to assign or transfer their rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the other Parties. Any attempt by a Party to assign or transfer its rights hereunder shall, at the option of the other Parties, void the assignment or automatically terminate this Agreement and all rights of the Parties hereunder.

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

by DCSO to: Douglas County Government, Finance Department
Attention: Christie Guthrie
100 Third Street, Suite 130
Castle Rock, Colorado 80104
Telephone: 303-663-6227
E-mail: cguthrie@douglas.co.us

with copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Telephone: 303-660-7414
E-Mail: attorney@douglas.co.us

by the County to: Douglas County Sheriff's Office
Attn: Michael McIntosh
4000 Justice Way
Castle Rock, CO 80109
Telephone: 303-912-6398
E-Mail: mmcintosh@dcsheriff.net

14. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado.

15. **Employment Status.** The Parties agree that any DCSO law enforcement officer assigned to the CRT remains the employee of DCSO. Because the CRT consists of members from various agencies, the Parties agree that no employee/employer relationship is created between DCSO and any member of CRT that is not a law enforcement officer employed by DCSO. All other members of the CRT remain employees of the agency that assigned them to CRT.

16. **Compliance with all Laws and Regulations.** All of the work performed under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Parties shall also comply with all applicable ordinances, regulations, and resolutions of the County.

17. **Termination.** The Parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Parties pursuant to this Agreement shall become the Council's property. DCSO shall be entitled to reimbursement for services rendered in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination.

18. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the _____ day of _____, 2025.

Exhibit A
SCOPE OF WORK

On December 5, 2024, the Region 12 Opioid Abatement Council approved funding in the amount of one hundred ninety thousand dollars and zero cents (\$190,000.00) to cover the cost of one full-time B-Side deputy (“CRT Deputy”) for the Douglas County CRT program.

DCSO agrees to the following:

- Provide one full-time B-Side CRT Deputy for up to 12 months (one calendar year) to staff one of the CRTs based at DCSO.

- Operate within the scope of law enforcement in the CRT model.
- If the primary clinician is unavailable to ride with the B-Side deputy funded by this Opioid Abatement allocation and another clinician is seeking temporary placement, allow the other clinician to ride.
- Ensure back-up is available for the clinician riding with this B-Side deputy when the deputy is unavailable due to sick time, personal time, vacation, training, other assignments, or any other reason that would cause them to be temporarily unavailable to operate as a CRT deputy.
- If DCSO elects to use the DCSO Deputy assigned to the CRT for other unrelated assignments, DCSO must provide documentation that clearly identifies how the DCSO officer's time is allocated and demonstrates the Council is not paying more than the cost related to work outlined in this Agreement.
- DCSO shall timely provide to the Council a quarterly report providing the progress of the projects and documentation of the expenditure of Funds including documentation of the Funds used to date with a description of the expenditure, date of the expenditure, amount, vendor payee, supporting information for the expense such as contracts, invoices, vouchers, receipts, payroll and time records, or other official documentation, and a certification that the expenses are in compliance with the requirements of this Agreement.
- If there are changes in reporting requirements due to changes in federal or State laws, regulations or guidelines, the Council will make best efforts to notify DCSO within thirty (30) days of any such changes.
- Include this B-Side deputy position in DCSO's budget request for 2027.
- This funding shall be for a period of up to 12 months after which DCSO must take over any and all costs related to the CRT Deputy.

Exhibit B

METHOD OF PAYMENT

The County shall act as the Council's Fiscal Agent to make monthly disbursements of the Funds directly to DCSO upon receipt of DCSO's monthly timesheets for the Deputy that substantiate expenses and support services.

DCSO shall submit invoices by the 15th of each month subsequent to the month services were provided. DCSO shall submit invoices and all back-up documentation to:

Douglas County
 Attn: Maggie Cooper
 4400 Castleton Drive
 Castle Rock, CO 80109

E-mail: mcooper@douglas.co.us
mhaccounting@douglas.co.us