

**INTERGOVERNMENTAL AGREEMENT  
BY AND AMONG THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS  
COUNTY, TOWN OF CASTLE ROCK, CITY OF LONE TREE AND TOWN OF  
PARKER TO DESIGNATE ARPA FUNDS FOR TRAINING AND START-UP COSTS  
FOR THE COMMUNITY RESPONSE TEAM (CRT)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (hereinafter the “County”) on behalf of the DOUGLAS COUNTY SHERIFF’S OFFICE (hereinafter “DCSO”), the TOWN OF CASTLE ROCK, a Colorado Home Rule Municipality, on behalf of the CASTLE ROCK POLICE DEPARTMENT (hereinafter “CRPD”), the CITY OF LONE TREE, a Colorado Home Rule Municipality, on behalf of the LONE TREE POLICE DEPARTMENT (hereinafter “LTPD”), and the TOWN OF PARKER, a Colorado Home Rule Municipality, on behalf of the PARKER POLICE DEPARTMENT (hereinafter “PPD”), for the purpose of allocating Douglas County American Rescue Plan Act (“ARPA”) funds consisting of accrued interest to the Community Response Team (hereinafter “CRT”) program for training and start-up costs. The County, Town of Castle Rock, City of Lone Tree, and Town of Parker, on behalf of their respective law enforcement agencies, are hereinafter collectively referred to as the “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, the County and the Douglas County Mental Health Collaborative (“DCMHC”) are undertaking certain activities for the maintenance of the CRT program which provides a collaborative response involving a law enforcement officer and mental health clinician to respond to referrals from law enforcement and other designated partners, as well as active 911 calls that are behavioral health or non-criminal substance use crisis in nature; and

**WHEREAS**, the County received \$68.2 million in ARPA funds to assist in the recovery from the COVID-19 pandemic and designated a portion of those funds for the CRT program; and

**WHEREAS**, the County desires to allocate ARPA funding solely consisting of accrued interest to CRPD, DCSO, LTPD and PPD for training and start-up costs for undertakings of the County related to the DCMHC and its CRT program; and

**WHEREAS**, CRPD, DCSO, LTPD and PPD each have the ability to assist the County through their professional expertise, knowledge, and experience and are ready, willing, and able to engage in and provide such services, subject to the conditions hereinafter set forth; and

**WHEREAS**, CRPD, DCSO, LTPD and PPD are uniquely positioned to serve the community by staffing the law enforcement portion 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 Funding.** The County will allocate and manage **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS** (\$200,000.00) of ARPA accrued interest funds (“Funds”) for all services described in Exhibit A, attached hereto and incorporated herein. This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the stated Term and the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Parties’ respective governing bodies.

To the extent any Funds provided to the Parties under this Agreement are not actually expended, or any costs and expenses are subsequently refunded to the Parties, the Parties agree that they shall return any Funds that are unused or refunded to the County by the termination date specified per Section 4 below. Any Funds provided, in whole or in part, by the County, are still subject to State review and have the potential to be subsequently dis-allowed. As such, no provision of funds by the County shall be construed to operate as a waiver of the Parties’ obligation to comply with this Agreement and any other laws, regulations or rules, or as a waiver or estoppel of the Parties’ obligation to return/repay any Funds distributed to the Parties that are subsequently found to not have been used or reimbursed for objectives and eligible expenses as defined in the Scope of Services in Exhibit A or the use of which was found to be in violation of this Agreement or otherwise unlawful.

**2. Use of Funds.** Funds shall be used for eligible expenses as described in Exhibit A. The method of payment for Funds shall be as described in Exhibit B, attached hereto and incorporated herein.

**3. Management of Funds.** The County shall manage the Funds, as well as arrange payment for agreed-to services after either, 1) receiving an invoice from one of the Parties, or 2) agreeing to purchase a service on behalf of the Parties as follows:

- a. All payments shall be made by the County for expenses and/or services agreed to by the Parties as necessary or needed to further training or start a new component of the CRT program.
- b. Requests for payment under this Agreement shall not exceed the amount of funding specified per Section 1 above and allocated for the Term.
- c. Funds may only be used as outlined in Exhibit A to the County’s satisfaction. Any alternative use of Funds must be approved in writing by the County and CRT Command Staff before a service is purchased and/or rendered.

**4. Term.** It is mutually agreed by the Parties that the Term of this Agreement shall commence as of 12:01 a.m. on \_\_\_\_\_, 2026, and terminate at 12:00 a.m. on **December 31, 2027**. 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 County's satisfaction with all products and services received during the Term.

**5. Accounting.** Where applicable, the Parties agree to comply with the accounting principles and procedures required by Federal Regulations, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Parties also agree to be solely responsible for ensuring that it disburses and accounts for the Funds received from the County in strict compliance with any regulations or guidance issued by this Agreement, and all other applicable statutory and regulatory accounting requirements. Where applicable the Parties shall maintain a complete set of books and records documenting use of the Funds, and their 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/Records of Expenditures.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Parties which are pertinent to this Agreement for the purpose of making an audit, or examination. The Parties shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Parties' performance for a minimum period of three (3) years from the date of the last expenditure of the Funds. The records shall be sufficient to definitively establish that the Funds were used in a manner consistent with this Agreement. If a Party fails to comply with the use criteria or fail to keep and maintain adequate records as provided herein, such Party shall be required to return the amount of the Funds dispersed or any portion thereof upon the written request of the County. The Parties agree to cooperate with the County fully and completely in any audit of the Funds dispersed pursuant to this Agreement.

**7. Non-Eligible Use of Funds.** Any item of expenditure by any member of the Parties under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the County'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 the Party(ies), shall become the Party(ies)' liability, to be paid by the Party(ies) from funds other than those provided by the County under this Agreement or any other agreements between the County and the Party(ies). This provision shall survive the expiration or termination of this Agreement.

**8. Disputes/Release.** The Parties acknowledge that the County'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. The Parties hereby waive, relinquish, and forever release any and all claims or actions for damages, injunctive relief and any other relief of any kind whatsoever, that they have or may have now or in the future, against the County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or

reimbursement of the Funds, or to obtain damages for the County's failure to advance or pay the Funds, or to seek any other relief that is inconsistent with this section of the Agreement.

**9. Governmental Immunity.** All activities performed under this Agreement are hereby declared to be governmental functions. The Parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation, enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

**10. No Waiver Under CGIA.** Nothing in this Agreement shall be construed as a waiver by any Party of the protections afforded pursuant to the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101 *et seq.*, (the "CGIA") as the same may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. The Parties hereto understand and agree that each is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to them, their commissioners, officers, officials, employees or volunteers.

**11. Litigation Cooperation.** The Parties agree that if any claim or suit is brought against any Party or any Party's employee as a result of the operation of this Agreement, to the extent no conflicts exist, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.

**12. 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.

**13. 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.

**14. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

**15. Review and Modification.** The Parties agree to periodically review this Agreement to determine the need, if any, for modifications to this Agreement. The Parties may request a meeting at any time to specifically discuss and evaluate the terms and conditions of this Agreement, and modifications that may be required. Except as stated herein, this Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

**16. Survival.** The rights and obligations of the Parties shall survive the Term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

**17. 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:

To the County: Douglas County Department of Human Services  
Attn: Laura Ciancone  
4400 Castleton Court  
Castle Rock, CO 80109  
Telephone: 303-814-4368 (Desk); 720-520-2497 (Cell)  
E-mail: [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us)

with a copy to: Douglas County Attorney  
100 Third Street, 3<sup>rd</sup> Floor  
Castle Rock, CO 80104  
Telephone: 303-660-7414  
E-mail: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

To CRPD: Castle Rock Police Department  
Attn: Kevin Torrens  
100 Perry Street  
Castle Rock, CO 80104  
Telephone: 720-271-2470  
Email: [ktorrens@crgov.com](mailto:ktorrens@crgov.com)

with a copy emailed to: Town Attorney's Office  
E-mail: [legal@crgov.com](mailto:legal@crgov.com)

To DCSO: Douglas County Sheriff's Office  
Attn: Michael McIntosh  
4000 Justice Way  
Castle Rock, CO 80109  
Telephone: 303-660-7531  
E-Mail: [MMcIntosh@dcsheriff.net](mailto:MMcIntosh@dcsheriff.net)

To LTPD: Lone Tree Police Department  
Attn: Kenny Medina  
9220 Kimmer Drive Ste 120  
Lone Tree, CO 80124  
Telephone: 303-961-4158  
Email: [Kenny.Medina@cityoflonetree.com](mailto:Kenny.Medina@cityoflonetree.com)

With a copy emailed to: City Attorney's Office  
[lmichow@mgmfirm.com](mailto:lmichow@mgmfirm.com)

To PPD: Parker Police Department  
Attn: Joe Degenhart  
18600 Lincoln Meadows Parkway  
Parker, CO 80134  
Telephone: 303-805-6529  
Email: [jdegenhart@parkerco.gov](mailto:jdegenhart@parkerco.gov)

With a copy emailed to: Town Attorney's Office  
[contracts@parkerco.gov](mailto:contracts@parkerco.gov)

**18. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.

**19. Good Faith.** The Parties agree to work together in good faith in performing their obligations hereunder.

**20. Employment Status.** The Parties agree that any Douglas County, municipal or county law enforcement officer assigned to the CRT remains the employee of such assigning agency. Because the CRT consists of members from various agencies, the Parties agree that no employee/employer relationship is created between the County, the Parties, and any member of CRT that is not a law enforcement officer employed by a Party or Parties. All members of the CRT remain employees of the agency that assigned them to CRT.

**21. Termination.** The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to a Party or Parties 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 Party or Parties pursuant to this Agreement shall become the County's property. The Party or Parties 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.

**22. Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

(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 \_\_\_\_\_, 2026.

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

By: \_\_\_\_\_  
Abe Laydon  
Chair

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Officer Clerk to the Board

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Arielle J. Denis  
Assistant County Attorney

DATE: \_\_\_\_\_

APPROVED AS TO FISCAL CONTENT

By: \_\_\_\_\_  
Christie Guthrie  
Director of Finance

DATE: \_\_\_\_\_

**TOWN OF CASTLE ROCK**

**ATTEST:**

\_\_\_\_\_

Lisa Anderson, Town Clerk

Approved as to legal form:

\_\_\_\_\_

Kaitlin Parker, Assistant Town Attorney

**TOWN OF CASTLE ROCK**

\_\_\_\_\_

David L. Corliss, Town Manager

Approved as to content:

\_\_\_\_\_

Jack Cauley, Chief of Police

**DOUGLAS COUNTY SHERIFF'S OFFICE**

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LONE TREE**

\_\_\_\_\_  
Marissa Harmon, Mayor

ATTEST:

\_\_\_\_\_  
Ahnjoulie DeBoyes, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda Michow, City Attorney

**TOWN OF PARKER**

TOWN OF PARKER, COLORADO

By: \_\_\_\_\_  
Joshua Rivero, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

## Exhibit A

### SCOPE OF SERVICES

#### I. Synopsis

- The CRT program, to include CRPD, DCSO, LTPD, PPD, and Douglas County shall utilize the funding allocated by this IGA expressly for joint training and costs associated with start up for new CRT program components, to include but not limited to:
  - i. Training new and existing CRT officers, CRT Clinicians, CRT Resource Specialists and CRT leaders. Training topics may include: Co-Responder competencies (general and in regard to the Douglas County model), cross-training with clinical mental health professionals and/or on mental/behavioral health topics relevant to the role, de-escalation, other topics with a direct benefit to executing high quality Co-Response. For example:
    - Co-RCON – International Co-Responder Conference
    - Level Up Wellness Conference
    - Colorado Co-Responder Alliance (COCRA) Symposium
    - Motivational Interviewing
    - Crisis Intervention Training (CIT) National Conference
  - ii. Training for back-up officers to serve as Co-Responders when the primary Co-Responding officer(s) are 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 officer. Sufficient back-up capacity must be created in order to ensure CRT clinicians are able to operate in their role even when the primary CRT officer is unavailable.
- The Parties agree that the CRT Command Staff/Leadership group will be responsible for reviewing additional trainings or uses brought forward. With approval from the Parties, funding allocated to this IGA may be used to pay for said opportunities.
- The County will be responsible for managing group trainings in collaboration with the Parties, to include organizing, ensuring participation, securing trainers and space, etc.
- The Parties agree that they will work collaboratively with all other members of the CRT to provide services to CRT program participants.
- The Parties agree to protect and keep confidential information provided by participants in the CRT program that is designated as sensitive, private, or confidential, pursuant to any provision of federal or State law, rule or regulation.
- The Parties agree to accept and use the Douglas County Mental Health Collaborative (DCMHC) Universal Release of Information (U-ROI) and will share information in accordance with the provisions of HIPAA and 42 CFR Part 2, for the protection of CRT program participants.
- The Parties shall participate in data collection as set forth by the DCMHC. Julota, an information sharing and web-based software, is used for ongoing CRT encounter documentation, information sharing with partners and data collection by the CRT Program and Douglas County Mental Health Division management.

- The Parties shall fulfill all responsibilities set forth in the CRT Memorandum of Understanding completed by all CRT partners, signed by all Parties, and incorporated herein by reference. future iteration of the MOU shall take the place of the version attached herein.

## **II. Reporting**

If requested, any Party to this agreement shall timely provide to the County 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 County will make best efforts to notify the Parties within thirty (30) days of any such changes.

## Exhibit B

### METHOD OF PAYMENT

- A. Payments under this IGA shall not exceed the allocated amount of the Funds during the Term of this Agreement.
- B. Extending the Term and rolling funding from one year to the next is contingent upon the execution of the expectations and approved expenses outlined in Exhibit A.
- C. The County will retain and manage the Funds on behalf of the Parties. The County and Parties to this agreement will seek approval from CRT Command Staff/Leadership prior to making purchases with the allocated Funds.
- D. The County may make purchases on behalf of a Party or Parties. As such, the County may request an itemized funding request or invoice prior to making a purchase. Once an itemized request and/or invoice has been received, the County shall make the purchase. Funding may be used to fully or partially purchase a training or other approved use.
- E. It is understood that County Purchasing Policy will apply. As such, purchases under \$4,999.99 and below do not require quotes or a competitive process. Purchases of \$5,000 - \$9,999.99 require three quotes. Purchases of \$10,000 and above require a competitive process such as a Request for Interest (RFI), Request for Qualifications (RFQ), Request for Proposal (RFP), etc.
- F. The County shall monitor budgeted versus actual expenditures and retain supporting documentation that is sufficiently detailed to substantiate expenses and support service provisions. This documentation must be maintained in an organized and auditable manner by the County for three years.
- G. The County shall provide each Party with a written accounting of the Funds, Fund balance, and disbursements on a quarterly basis.
- H. All financial and supporting documentation should be sent by:
  - a. Secure email to [mhaccounting@douglas.co.us](mailto:mhaccounting@douglas.co.us) and the Douglas County Mental Health Division Manager at [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us), or
  - b. Mailed to:  
  
Douglas County Department of Human Services  
Attn: Laura Ciancone  
4400 Castleton Court  
Castle Rock, CO 80109