

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT REGARDING
MEMORANUM OF PARTICIPATION
BETWEEN THE UNIFIED FORENSIC CRIME LABORATORY AND THE DISTRICT
ATTORNEY FOR THE 23RD JUDICIAL DISTRICT**

This Addendum to Intergovernmental Agreement and Memorandum of Participation (“Addendum and Memorandum”) memorializes an agreement between the Unified Forensic Crime Laboratory (“UFL”), by and through its Board of Directors, and on behalf of the City of Aurora (“Aurora”), the Board of County Commissioners of the County of Arapahoe for and on behalf of the Arapahoe County Sheriff (“Arapahoe”), the Douglas County Board of County Commissioners, for and on behalf of the Douglas County Sheriff (“Douglas”), and the District Attorney for the 23rd Judicial District (“23rd Judicial District Attorney’s Office”) as specifically described herein.

I. RECITALS

WHEREAS, Aurora, Arapahoe and Douglas (collectively referred to herein as “the Contracting Entities”), have mutually agreed to contract and work collaboratively to create a multi-jurisdictional crime laboratory pursuant to an Intergovernmental Agreement dated December 20, 2016 (hereinafter the “IGA”), as provided under C.R.S. § 29-1-203. Additionally, on August 23, 2017, the UFL entered into a Memorandum of Participation with the District Attorney for the 18th Judicial District (“Memorandum for the 18th”) which describes the rights, obligations and expectations of the parties that entered into that Memorandum for the 18th;

WHEREAS, the 23rd Judicial District Attorney’s Office seeks to participate in the UFL, and so seeks to enter into this Addendum and Memorandum with the UFL so that it may participate in the UFL’s governance and have representation on the UFL’s Board of Directors;

WHEREAS, this Addendum and Memorandum provides for the 23rd Judicial District Attorney’s Office’s participation in the UFL by having a seat on the UFL’s Board of Directors with a full vote as long as the conditions herein are met, and to memorialize the rights, obligations, and expectations of the UFL and the 23rd Judicial District Attorney’s Office;

WHEREAS, this Addendum and Memorandum modifies the IGA by permitting the 23rd Judicial District Attorney’s Office to have a seat on the UFL’s Board of Directors with a full vote as long as the conditions herein are met.

II. 23RD JUDICIAL DISTRICT ATTORNEY’S OFFICE PARTICIPATION

1. Participation in General. The 23rd Judicial District Attorney’s Office shall participate in the UFL by providing funding to Douglas for the purpose of hiring at least one full-time DNA analyst who will perform such work for the UFL (hereinafter, the “23rd-Funded Analyst”). The 23rd Judicial District Attorney’s Office agrees to commit the funding necessary for this purpose and begin the hiring process upon the execution of this Addendum and Memorandum. The 23rd Judicial District Attorney’s Office and the UFL may agree to additional means of

participation based on the overall needs of the UFL and mutual agreement by the Contracting Entities.

2. 23rd Judicial District Attorney's Office Funding of Personnel. The 23rd-Funded Analyst shall be an employee of Douglas, including but not limited to for purposes of Section 8 of the IGA, and must be acceptable to the UFL's Board and Executive Director. The Board shall provide the 23rd-Funded Analyst with appropriate equipment and supplies, within the UFL Executive Director's discretion and as necessary to perform the 23rd-Funded Analyst's assigned duties, and a working space at UFL's facility comparable to that provided to other DNA analyst personnel to accomplish their work in an efficient, necessary and safe manner, and in compliance with all UFL rules, policies, standard operating procedures and any other such rules, policies and procedures as required by law.

3. Policies and Directives. In addition to all rules, policies and standard operating procedures required of a Douglas employee employed with the Douglas County Sheriff's Office, the 23rd-Funded Analyst must comply with the UFL's rules, policies and standard operating procedures, as well as all appropriate and legal directives and instructions from the UFL's Executive Director and/or such personnel's direct supervisor as described in the IGA.

4. Funding. As accepted by the UFL's Board, and subject to approval by the Contracting Entities, the 23rd Judicial District Attorney's Office shall provide funding to Douglas for the 23rd-Funded Analyst. The 23rd Judicial District Attorney's Office agrees to provide such funding upon the execution of this Addendum and Memorandum. It is agreed that such funding is subject to necessary and appropriate yearly appropriations, and that this Agreement does not constitute a multi-year fiscal obligation on the part of the 23rd Judicial District Attorney's Office, the UFL, or any of the Contracting Entities.

5. UFL Board Membership/Position. As provided in Section 3 of the IGA, the UFL's current Board of Directors includes representatives from each of the Contracting Entities, three at-large Board Members selected by the governing bodies of the Contracting Entities, a representative from the 18th Judicial District Attorney's Office and the UFL's Executive Director. This Addendum and Memorandum amends the IGA to permit an additional Board seat for the 23rd Judicial District Attorney's Office. As long as the 23rd Judicial District Attorney's Office continues to fully fund at least one full-time DNA analyst position who performs work on behalf of the UFL, the 23rd Judicial District Attorney's Office shall have one UFL Board seat with a full vote. If the 23rd Judicial District Attorney's Office fails to appropriate the funds necessary to fully fund at least one full-time DNA analyst position for the UFL, the 23rd Judicial District Attorney's Office agrees that its seat on the UFL Board will be forfeited. The duties, term, powers and responsibilities of the 23rd Judicial District Attorney's Office as a member of the UFL's Board are as provided in the IGA and those provisions are fully incorporated herein. The 23rd Judicial District Attorney's Office affirms its intent to participate, pursuant to the terms set forth in this Addendum and Memorandum, in future funding efforts and in-kind commitments for the continued support of the UFL and its operations to the full extent permitted by law. The UFL and the 23rd Judicial District Attorney's Office understand that when the term of office of any elected District Attorney ends, the newly elected District Attorney may terminate the 23rd Judicial District Attorney's Office participation in

this Addendum and Memorandum or may continue to participate pursuant to the terms of this Addendum and Memorandum.

6. Withdrawal, Termination and Default. Any termination, withdraw or default shall be considered and handled in conformance with Section 13 of the IGA.

7. Insurance. The 23rd Judicial District Attorney's Office agrees to pay for any additional costs incurred by Douglas to ensure appropriate insurance coverage for the 23rd Funded Analyst so that all requirements under Section 9 of the IGA are met.

8. No Waiver of Immunity. In no event shall any portion of this Addendum and Memorandum be construed as a waiver by the 23rd Judicial District Attorney's Office, the UFL or any of the Contracting Entities of any legal defense or immunity, whether sovereign or governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, prosecutorial immunity, or any other applicable legal defense or immunity.

9. General Requirements. The 23rd Judicial District Attorney's Office agrees to comply with all applicable terms and conditions of the IGA, as amended by the Memorandum for the 18th and this Addendum and Memorandum and are consistent with the laws of the State of Colorado governing the authority of the 23rd Judicial District Attorney's Office.

III. MISCELLANEOUS PROVISIONS

1. Third Parties. This Memorandum does not and shall not be deemed to confer upon any third party not identified herein any right to any claim or damages against the UFL, the Contracting Entities or the 23rd Judicial District Attorney's Office.

2. Severability. In the event that any of the provisions of this Agreement are deemed by a court of general jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

3. Entire Agreement. This Addendum and Memorandum, along with the IGA and Memorandum for the 18th, constitutes the entire agreement and understanding between the UFL, the Contracting Parties and the 23rd Judicial District Attorney's Office on the subject matter set forth herein and supersedes any prior agreement or understanding relating to the subject matter of this Addendum and Memorandum.

4. Notices. Any notice to be given hereunder and/or in compliance with the IGA shall be in accordance with the information set forth in the IGA and as follows:

To the UFL: Unified Forensic Lab Board
Attn: Executive Director
8555 Double Helix Ct.
Englewood, CO 80112

To the District Attorney: District Attorney for the 23rd Judicial District
Attn: Elected District Attorney
3600 S. Yosemite Street, #200
Denver, CO 80237

5. Governing Law. This Memorandum shall be governed by the laws of the State of Colorado.

6. Good Faith. The UFL, Douglas and the 23rd Judicial District Attorney's Office agree to work in good faith in performing their obligations hereunder.

-END-

UNIFIED FORENSIC LABORATORY BOARD

ATTEST:

UFL Board Chair

UFL Board Secretary

DATE: _____

DATE: _____

DISTRICT ATTORNEY FOR THE 23RD
JUDICIAL DISTRICT

District Attorney

DATE: _____