

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN DOUGLAS COUNTY AND THE OFFICE OF THE DISTRICT ATTORNEY,  
18<sup>TH</sup> JUDICIAL DISTRICT REGARDING CARES ACT FUNDING REIMBURSEMENT  
FOR ELIGIBLE EXPENSES INCURRED IN RESPONSE TO THE COVID-19 VIRUS**

This Intergovernmental Agreement – CARES Act Funding Contribution (“Agreement”) is made and effective on September 14, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Colorado, (referred to as “County”), and the Office of the District Attorney, 18<sup>th</sup> Judicial District (referred to as “Office of the District Attorney” OR “DA”). The County and the Office of the District Attorney shall be referred herein as the “Parties.”

**RECITALS**

- A. On March 19, 2020, pursuant to C.R.S. § 24-33.5-709, the Chairman of the Board of County Commissioners declared a local disaster emergency because the cost and magnitude of responding to and recovering from the impact of the pandemic is expected to exceed Douglas County’s available resources; and
- B. The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, as set forth in C.R.S. § 24-33.5-709(2); and
- C. On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the “CARES Act”), which established a \$150 billion Coronavirus Relief Fund (the “Fund”); and
- D. Pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provided that “ Two hundred seventy-five million dollars (\$275,000,000) for FY 2019-2020 and FY 2020-2021 in the CARES Act Fund shall remain available for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19 related public health measures.” Executive Order D 2020 070 Directive II.A.10.
- E. The State of Colorado designated the Department of Local Affairs (“DOLA”) as the fiscal agent to administer the CARES Act reimbursement program following eligibility verification performed by DOLA for the expenses.
- F. On June 23, 2020 The County requested that the State of Colorado allocate the County’s share of the CARES Act reimbursements to Douglas County on behalf of the County and Municipalities via the Collaboration Agreement Regarding the Distribution of Coronavirus Aid, Relief and Economic Security (CARES) Act Funds to County and Local Governments.
- G. On July 24, 2020 the County received a letter from DOLA approving the County’s opt in request as well as the Collaboration Agreement with the Municipalities thereby making \$30,124,485.00 of CARES Act Relief Funds available for reimbursement of eligible expenses.
- H. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, as amended, the County and the TCHD have the authority to enter into intergovernmental

agreements and are authorized to cooperate by contracting with one another for their mutual benefit; and

I. The Parties hereby desire to enter into this Agreement for the purposes of providing a CARES ACT funding contribution from the County's allocation through DOLA in order to effectuate the purpose and intent of the CARES ACT and to assist the County in mitigating the impacts of the COVID-19 public health emergency through community testing and case investigation/contact tracing.

J. The Douglas County Board of County Commissioners has determined that the services described herein are reasonably necessary due to the COVID-19 public health emergency.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Scope of Services. The Office of the District Attorney shall provide the following services during the period of July 1, 2020 – November 30, 2020 (the "Services"): as described in the attached letter, Exhibit A.
2. Funding Amount. The County agrees to contribute up to the amount of fifty-six thousand six hundred and eighty dollars (\$56,680.00) (the "Funds") to the DA for the Services, as more particularly described in the Exhibit A to this IGA. The County is not responsible for any costs in excess of the Funds.
3. Reimbursement Contingent Upon the Availability of CARES Act Funds. Reimbursement is subject to and contingent upon the continuing availability of the CARES Act Funds. The parties hereto expressly recognize that the Funding Amount submitted to the County for reimbursement is contingent upon CARES Act funding distributed through DOLA. In the event that such funds or any part thereof are not received from DOLA, the County may immediately terminate this Agreement without liability, including liability for termination costs.
4. Invoices. The DA shall provide monthly invoices to the County documenting the Services. The County will reimburse the DA for the Services as soon as practicable after receiving and approving the invoices. The DA shall provide the November 2020 invoice to the County by December 15, 2020 in order for the County to make final payment before December 31, 2020.
5. Term. This IGA begins as of July 1, 2020 and shall expire on June 30, 2021. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this IGA that may require continued performance or compliance beyond the termination date of this IGA and shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this IGA.

6. Termination. This IGA may be terminated by either Party upon written notice to the other Party.

7. Audit. In the event of an audit or other investigation or review by the Office of the Colorado State Controller, or other state agency/division, of the use of any Coronavirus Relief Funds provided by the County, the DA shall, at its own costs, provide documentation of the DA's use of the Funds. The DA agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this IGA.

8. Publicity. The DA agrees to acknowledge the Douglas County CARES Program as a contributor to the Services that are funded with Coronavirus Relief Funds pursuant to this IGA in all publications, news releases, and other publicity issued by the DA and agrees to allow the County to do the same. The DA shall cooperate with the County in preparing public information pieces, including photos, for publications, news releases, and other publicity issued by the County. The County's contact for purposes of this section of the IGA is Wendy Manitta Holmes, Douglas County Communications and Public Affairs Director.

9. Representatives. The County's primary representative and contact for matters pertaining to this IGA (other than matters pertaining to section 7) shall be Barbara Drake, Deputy County Manager. The Office of the District Attorney's primary representative and contact for matters pertaining to this IGA shall be Jeff Ulrich, DA CFO at [julrich@da18.state.co.us](mailto:julrich@da18.state.co.us).

10. Miscellaneous Provisions.

a. Assignment. No Party shall have the right and authority to assign any of the obligations associated with this IGA to another Party.

b. Successors and Assigns. Except as herein otherwise provided, this IGA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

c. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this IGA and all rights of action relating thereto shall be strictly reserved to the County and the Office of the District Attorney. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person.

d. Severability. Should any one or more provisions of this IGA be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

e. Laws and Venue. This IGA shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be in Douglas County District Court, pursuant to the appropriate rules of civil procedure.

f. Notices. Notices to be provided under this IGA shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

**COUNTY:** Douglas County Board of County Commissioners  
100 Third Street  
Castle Rock, CO 80104  
Attn: Barbara Drake,  
Deputy County Manager

and

Douglas County Attorney  
100 Third Street  
Castle Rock, CO 80104

**OFFICE OF THE  
DISTRICT**

**ATTORNEY:** Office of the District Attorney, 18<sup>th</sup> Judicial District  
6450 S. Revere Parkway  
Centennial, CO 80111  
Attn: Jeff Ulrich, CFO

g. Modifications. This IGA may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the DA.

h. Entire Agreement. This IGA constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this IGA constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

i. Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this IGA.


j. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this IGA have been performed and that the persons signing for each Party have been authorized to do so.

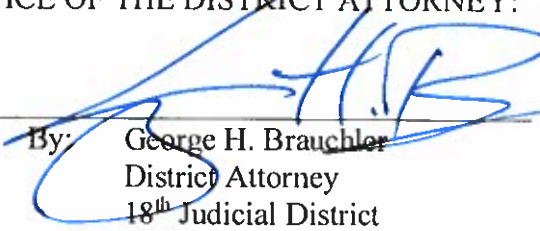
k. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the Office of the District Attorney and the County have executed this IGA on the date set forth below.


ATTEST:

OFFICE OF THE DISTRICT ATTORNEY:


  
By: Jeff Ulrich, DA CFO

  
By: George H. Brauchler  
District Attorney  
18<sup>th</sup> Judicial District


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

DocuSigned by:  
 9/14/2020  
Doug DeBord Date  
County Manager

Approved at to Legal Form:

DocuSigned by:  
 9/14/2020  
Carmen Jackson-Brown Date  
Senior Assistant County Attorney

Approved as to Fiscal Content:

DocuSigned by:  
 9/14/2020  
Andrew Copland Date  
Director of Finance



## OFFICE OF THE DISTRICT ATTORNEY

GEORGE H. BRAUCHLER, DISTRICT ATTORNEY

18TH JUDICIAL DISTRICT

SERVING ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN COUNTIES

August 10, 2020

Megan Davisson  
Finance Department  
Douglas County

The Office of the District Attorney, 18<sup>th</sup> Judicial understands you are working on an allocation for CARES funding and is requesting funds to hire a temporary employee during the summer/fall of 2020 in order to respond to the impact that COVID19 courthouse reduction and closures have had on our Douglas County Office. The cases that have currently been postponed will cause other cases to then be postponed creating a domino effect. Similarly, the requirement of social distancing and keeping participants and observers safe in court has resulted in fewer cases being called at once in court, making dockets last much longer than usual. The current staff of attorneys would be unable to handle the cases due to the drastically increased case load. The temporary attorney would be used to try and handle the additional cases in District Court. Criminal cases must be handled and tried in a timely manner because of the Constitutional rights of defendants and because of the mandates of criminal law and procedure. We will not be able to meet deadlines, rights may be violated, and cases will be dismissed without additional attorneys to prepare and try the increase in caseload due to the impact of COVID 19. Our proposal to offset these delays is to add a temporary DA to our Douglas prosecution team.

The time frame for how long the need for social distancing practices are to continue is unknown; but we believe the current CDC guidelines will remain in effect for the foreseeable future. We have a need to replace desktop computers with laptop computers to maintain the ability to work in the office and from home. Below is a projected break-out of these projected costs:

Contract Temporary Deputy District Attorney – 4 months	\$30,000
13 Laptop computers	\$20,000
Allocation of Zoom meeting licenses	\$ 2,000
Allocation of server enhancements for remote working	\$ 2,880
Allocation of COVID 19 supplies (disinfectant wipes, masks, hand sanitizer)	\$ 1,000
Plexiglass partitions for meeting rooms and public work areas	\$ 800
<b>Total</b>	<b>\$56,680</b>

The allocation method used for these expressed allocated costs is the population estimates used for the annual budget allocation. All other costs will be direct costs bourn only by Douglas County

If these items are approved we will provide invoice documentation for reimbursement along with any other information requested.

Sincerely,

*Jeff Ulrich*

Jeff Ulrich  
CFO