

**RESOLUTION NO. 25-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE  
PINES, COLORADO APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE  
CITY OF CASTLE PINES REGARDING MUNICIPAL WARRANT  
ENTRY INTO THE COLORADO CRIME INFORMATION CENTER**

**WHEREAS**, the City of Castle Pines (the "City"), is empowered pursuant to Section 29-1-203, C.R.S. to cooperate with other governmental units to make the most efficient and effective use of governmental powers and responsibilities; and

**WHEREAS**, the City and the Board of County Commissioners of Douglas County, State of Colorado are parties to that certain Intergovernmental Agreement pursuant to which the Douglas County Sheriff's Office provides law enforcement and animal control services within the boundaries of the City (the "County IGA"); and

**WHEREAS**, the County IGA does not account for circumstances in which the Douglas County Sheriff's Office must issue warrants for municipal offenses ("Municipal Warrants"); and

**WHEREAS**, all Municipal Warrants in the state of Colorado must be entered into the Colorado Crime Information Center (CCIC) system; and

**WHEREAS**, the CCIC system is a computerized information system established as a service to all Colorado criminal justice agencies that provides and maintains accurate and timely documented criminal justice information in an effort to prevent crime by enabling the rapid exchange of valid, complete information among criminal justice agencies; and

**WHEREAS**, the CCIC system is complex, and the City is unable to meet the technology security requirements necessary for CCIC compliance; and

**WHEREAS**, because of the low number of City Municipal Warrants, the City deems it an unreasonable use of financial resources to send Municipal Warrants to the County for entry into the CCIC system; and

**WHEREAS**, the Town of Castle Rock (the "Town") has the expertise, resources, and capability to enter such Municipal Warrants into the CCIC system in compliance with CCIC and applicable state and federal requirements, and has offered to provide those services to the City for no charge; and

**WHEREAS**, the City and the Town desire to enter into an intergovernmental agreement to define the responsibilities of the parties regarding Municipal Warrant entry into the CCIC system and ensure compliance with applicable laws and regulations (the "IGA"); and

**WHEREAS**, the City Council desires to approve the IGA in substantially the same form attached hereto as **Exhibit 1**.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the IGA in substantially the form attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the IGA when in final form.


**Section 2.** This Resolution shall be effective immediately upon approval of the City Council of the City of Castle Pines.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR, 0 AGAINST, AND 0 ABSENT THIS 8<sup>th</sup> DAY OF JULY, 2025.**




ATTEST:

By:   
Tobi Duffey, MMC, City Clerk

By:   
Tracy Engerman (Jul 31, 2025 21:14:18 MDT)  
Tracy Engerman, Mayor

Approved as to Form:

By:   
Linda Michow, City Attorney

**EXHIBIT 1**  
**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK**  
**AND THE CITY OF CASTLE PINES REGARDING MUNICIPAL WARRANT ENTRY**  
**INTO THE COLORADO CRIME INFORMATION CENTER**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK  
AND THE CITY OF CASTLE PINES REGARDING MUNICIPAL WARRANT ENTRY  
INTO THE COLORADO CRIME INFORMATION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, (the "Effective Date") by and between the City of Castle Pines, a municipal corporation of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the "City"), and the Town of Castle Rock, a municipal corporation of the State of Colorado with offices at 100 N. Wilcox St., Castle Rock, CO 80104 (the "Town") (each individually a "Party" and collectively the "Parties").

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203, the Parties are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City and the Board of County Commissioners of Douglas County, State of Colorado are parties to that certain Intergovernmental Agreement pursuant to which the Douglas County Sheriff's Office provides law enforcement and animal control services within the boundaries of the City (the "County IGA"); and

WHEREAS, the County IGA does not account for circumstances in which the Douglas County Sheriff's Office must issue warrants for municipal offenses ("Municipal Warrants"); and

WHEREAS, all Municipal Warrants in the state of Colorado must be entered into the Colorado Crime Information Center (CCIC) system; and

WHEREAS, the CCIC system is a computerized information system established as a service to all Colorado criminal justice agencies that provides and maintains accurate and timely documented criminal justice information in an effort to prevent crime by enabling the rapid exchange of valid, complete information among criminal justice agencies; and

WHEREAS, the CCIC system is complex, and the City is unable to meet the technology security requirements necessary for CCIC compliance; and

WHEREAS, because of the low number of City Municipal Warrants, the City deems it an unreasonable use of financial resources to send Municipal Warrants to the County for entry into the CCIC system; and

WHEREAS, the Town has the expertise, resources, and capability to enter such Municipal Warrants into the CCIC system in compliance with CCIC and applicable state and federal requirements, and has offered to provide those services to the City for no charge; and

WHEREAS, the Parties desire to enter into this Agreement to define the responsibilities of the Parties and ensure compliance with applicable laws and regulations.

NOW, THEREFORE, for valid consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

## **I. PARTY RESPONSIBILITIES**

### **A. Town Responsibilities.**

1. The Town agrees to enter each Municipal Warrant provided by the City into the CCIC system within five (5) business days of receipt. The Town shall ensure any information entered into the CCIC system accurately depicts the information included in the Municipal Warrant.
2. Upon written request by the City to cancel a Municipal Warrant previously entered into the CCIC system, the Town shall cancel such Municipal Warrant within one (1) business day of receipt of the City's request.
3. Upon written request by the City, the Town shall provide periodic reporting of Municipal Warrant entry activities to the City in a form mutually agreed upon by the Parties.

### **B. Limitation of Town Responsibilities.**

1. The Town shall not be responsible for the performance of any law enforcement services provided by the Douglas County Sheriff's Office to the City pursuant to the County IGA, including but not limited to the physical arrest, detention, or tracking of any individual named in a Municipal Warrant.
2. The Town shall not be held responsible for any actions taken or not taken by other agencies or entities, including but not limited to the Douglas County Sheriff's Office, concerning Municipal Warrants.

### **C. City Responsibilities.**

1. The City shall provide the Town with complete Municipal Warrant documentation and shall be fully responsible for the validity and accuracy of the information provided in such Municipal Warrants.
2. The City shall notify the Town in writing when a Municipal Warrant must be cancelled and provide any necessary supporting documentation for such cancellation.

## **II. TERM AND TERMINATION**

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2025. This Agreement shall renew automatically on December 31st of each year for an additional one-year term, subject to annual appropriation of funds by both Parties hereto, unless earlier terminated as provided in this Section II.

B. Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon termination of this Agreement, all responsibility over the Municipal Warrants shall revert back to the City.

### III. STANDARD OF PERFORMANCE

The Town hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by the Town shall be done in compliance with all applicable laws, regulations, and CCIC policies related to warrant entry and maintenance.

### IV. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. Independent Contractor. The Town understands and agrees that the Town shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. The Town acknowledges that it is not on City's payroll or social security or tax withholding rolls. Notwithstanding any other provision of this Agreement, all personnel assigned by the Town to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of the Town for all purposes. The Town shall make no representation that it is an employee of City for any purposes. The Town shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Town, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

C. Integration and Modification. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the Parties.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing and addressed to the City or Town at the applicable address set forth on the first page of this Agreement. Notice shall be deemed given upon delivery to the applicable address if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Assignment. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either Party without the written consent of the other.

G. Rights and Remedies. Any rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement

shall in no way limit the Parties' legal or equitable remedies, or the period in which such remedies may be asserted.

H. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section IV shall not authorize assignment.

I. No Third-Party Beneficiaries. The 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, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only

J. Survival. The provisions of Section IV (A) (Governing Law and Venue), (B) (Independent Contractor), and (G) (Rights and Remedies) shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

K. Agreement Controls. In the event a conflict exists between this Agreement and any term or provisions in any exhibit attached or incorporated into this Agreement, the terms and provisions in this Agreement shall supersede and control over the terms and provisions in such exhibit.

L. 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.

M. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

N. Confidential Information. The Town agrees to protect any confidential information contained in the Municipal Warrants against disclosure, except when release of such information is required by law. In the event the City discloses to the Town any personal identifying information as defined in C.R.S. § 24-73-101, the Town shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*

O. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend 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 Parties.

P. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

Q. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Parties and bind their respective entities.

*SIGNATURE PAGE FOLLOWS*



IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Kristin Read, Assistant Town Manager

Date of execution: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**ATTEST:**

**CITY OF CASTLE PINES**

\_\_\_\_\_  
Tobi Duffey, MMC, City Clerk

\_\_\_\_\_  
Michael Penny, City Manager

Date of execution: \_\_\_\_\_

**Approved as to form:**

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