

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND
THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY
FOR CORONER SERVICES

1.0 PARTIES. The parties to this Agreement are the City and County of Broomfield, a Colorado municipal corporation and county, (Broomfield) and the Board of County Commissioners of Adams County, on behalf of the Adams County Coroner, the County of Adams, a body corporate and politic of the State of Colorado, (Adams County Coroner), collectively, the “Parties,” or individually, a “Party.”

2.0 RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 WHEREAS, the parties are authorized pursuant to Colorado Revised Statute Section 29-1-203 to cooperate or contract with each other to provide any function or service lawfully authorized to each; and

2.2 WHEREAS, the Adams County Coroner is responsible for carrying out the duties set forth in Colorado Revised Statute Section 30-10-601, et seq., within the jurisdiction of Adams County; and

2.3 WHEREAS, the City and County of Broomfield is responsible for providing coroner services; and

2.4 WHEREAS, the City and County of Broomfield has contracted with the Adams County Coroner’s Office for coroner services since 2001, and the City and County of Broomfield desires to continue to receive coroner services from the Adams County Coroner’s Office; and

2.5 WHEREAS, the Adams County Coroner’s Office is equipped and able to provide such services; and

2.6 WHEREAS, the Adam's County Coroner's Office requires legal services and the Broomfield City and County Attorney's Office is able to provide such services.

2.7 NOW THEREFORE, both parties shall enter into a contractual agreement for the period January 1, 2017 through December 31, 2017 for the following described services.

3.0 In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 GENERAL CORONER SERVICES

3.1.1 Upon receipt of an incident report, the Adams County Coroner shall immediately notify the district attorney in cases of unexplained or suspicious death, proceed to view the body, and make all proper inquiries respecting the cause and manner of death of any person within the jurisdictional boundaries of the City and County of Broomfield.

3.1.2 It shall be the duty of the City and County of Broomfield law enforcement agencies to call the Adams County Coroner as soon as practicable to make notification of the death. Coroner's Office investigators will respond to service calls within sixty minutes, absent exigent circumstances. Response of the pathologist to any death scene shall be the decision of the Adams County Coroner or her designee.

3.1.3 The Adams County Coroner will be responsible for notification of next of kin, or in the alternative, the Adams County Coroner will arrange for notification to be performed by the Broomfield Police Department. The Adams County Coroner requires that in-person contact with next of kin be made whenever possible.

3.1.4 The Adams County Coroner will perform autopsies, x-rays, and toxicology testing (within reason by industry standards) at no additional cost. Payment for testing that is not standard testing, and requested by law enforcement, will be negotiated on a case-by-case basis. Body transporting, refrigerated storage and/or freezing capabilities are on-site and are provided by the Adams County Coroner.

3.1.5 The Adams County Coroner shall maintain a file of all deaths within Broomfield reported pursuant to this Agreement.

3.2 AUTOPSIES AND TOXICOLOGY REPORTS

3.2.1 The Adams County Coroner will perform autopsies as required by law to determine the cause and manner of death, and will make the final determination as to the need for autopsy in cases of natural death. In cases of questionable death, the Adams County Coroner, in conjunction with the district attorney, will make the final determination concerning the need for autopsy. Absent exigent circumstances, autopsy reports will be available within forty-five (45) to sixty (60) days after the procedure is completed.

3.2.2 Autopsies and related procedures will be performed at the Adams County Coroner's Office as soon as practicable, absent unforeseen or uncontrollable circumstances.

3.2.3 Toxicological reports will be provided to the City and County of Broomfield with the autopsy reports, or as soon as available.

3.2.4 It is not mandatory that law enforcement agencies attend autopsies. The Adams County Coroner will give sufficient notice to involved Broomfield law enforcement personnel of the time and place the autopsy is to be performed. It is up to the agency to decide if it will send representatives to the procedure. It is the responsibility of the agency to arrange for its timely attendance at autopsy procedures, if it elects to attend such procedures.

3.3 MULTI-CASUALTY DISASTER RESPONSE

The Adams County Coroner will provide disaster response as outlined in the Broomfield All Hazard Emergency Operations Plan—Mass Casualty Index. In the event a disaster response is required, the Adams County Coroner will provide service to local law enforcement in accordance with the Emergency Operations Plan, and disseminate any casualty related information to the press.

Local law enforcement will be responsible for scene and perimeter security and control of entry until the scene is released by the Coroner. The movement of, or removal from any disaster scene of decedents, remains of any decedents or personal effects, shall be at the express direction or with the informed consent of the Adams County Coroner, with the exception of any movement or removal which must be accomplished in a rescue procedure connected with potential or actual survivors.

3.4 RESPONSIBILITIES OF THE CITY AND COUNTY OF BROOMFIELD

3.4.1 The City and County of Broomfield shall be responsible for notifying the Adams County Coroner of the occurrence of a death in a timely manner, in those situations where the law enforcement agency of Broomfield is involved. This notification shall be done as soon as possible, to allow the Adams County Coroner to perform its statutory duties expeditiously.

3.4.2 The City and County of Broomfield shall provide the Adams County Coroner with up to date maps of its jurisdiction, to facilitate response to locations within the City and County of Broomfield.

3.4.3 The City and County of Broomfield shall provide a method of vehicle communication between the Adams County Coroner and the City and County of Broomfield, should at any time, the City and County of Broomfield radio communication capability not be compatible with technology employed by the Adams County Coroner.

3.4.4 The City and County of Broomfield shall provide investigative reports of death scene investigations performed by the City and County of Broomfield law enforcement agencies, when the Adams County Coroner requests such reports.

3.4.5 Upon written request or court order, the Adams County Coroner will release investigative reports, photographs, records, and other documentation to the City and County of Broomfield, unless otherwise prohibited by law.

3.4.6 The City and County of Broomfield law enforcement agencies or authorized victim advocate groups shall assist, when necessary, to provide notification of next of kin services.

3.5 COSTS FOR CORONER SERVICES

3.5.1 *Aggregate Limit.* Unless services are required in excess of those described in paragraph (3.5.2) of this section, the amount paid by The City and County of Broomfield to the Adams County Coroner for services furnished under sections 3.1, 3.2 and 3.3 this Agreement will not exceed the maximum reimbursable rate of Three Hundred and Thirty-Seven Thousand Seven Hundred Fifty Dollars (\$337,750). The Adams County Coroner agrees to complete the services as described in this Agreement for said amount.

3.5.2 The Aggregate Limit as described in paragraph (3.5.1) of this section is based on an anticipated annual number of up to Three Hundred and Ten (310) deaths, and up to Forty-five (45) autopsies. Said limit shall also include the reimbursement to the Adams County Coroner for the costs of transportation.

3.5.3 *Required Excess Services.* Actual numbers of deaths or autopsies, which exceed the annual projections as described in paragraph (3.5.2) of this section, shall be considered a required excess service in excess of the Aggregate Limit and shall be reimbursable to the Adams County Coroner according to the following amounts: Deaths shall be reimbursed at Eight Hundred Fifty Dollars (\$850.00) per occurrence; and Autopsies shall be reimbursed at One Thousand Six Hundred and Fifty Dollars (\$1650.00) per occurrence. The City and County of Broomfield shall receive a credit for any anticipated annual services within the Aggregate Limit which are not used during the term of this Agreement.

3.5.4 *Emergency Services.* Services provided under this Agreement as a result of a City and County of Broomfield declared emergency shall be billed in addition to the Aggregate Limit as described in paragraph (3.5.1) of this section. Said costs shall be considered a required service and shall be reimbursable to the Adams County Coroner at the rates described in paragraph (3.5.2) of this section. In addition, the City and County of Broomfield shall reimburse the Adams County Coroner for any additional specialized services incurred as a result of a declared emergency. Emergency services shall be considered independent from the annual projected services under the Aggregate Limit.

3.5.5 *Billing.* The Adams County Coroner will submit monthly invoices in an approved format provided by the City and County of Broomfield.

4.0 LEGAL SERVICES.

4.1 Legal Services. The Broomfield City and County Attorney's Office (hereinafter referred to as "Attorney") shall provide general legal advice to the Adams County Coroner. Such general legal advice does not include the obligation to become counsel of record in litigation of any type or in any court. It is understood that the client, for purposes of this legal representation is the Adams County Coroner's Office, and not any of its individual officers, directors, employees, or partners, unless expressly stated in this Agreement.

4.2 Fees and Billing for Legal Services. The Adams County Coroner shall pay the Attorney an hourly rate for legal services of \$150 for the services of the Attorney as described in section 4.1 above. Attorney shall bill the Adams County Coroner on a monthly basis for the months in which services are performed. The Adams County Coroner shall pay said bills within 45 days of the date the bill is received.

4.3 Document Retention. The Adams County Coroner acknowledges that the documents created or compiled for work on the legal services pursuant to this section 4.0, including notes, correspondence, research, and documents that Attorney prepares will be kept as required by applicable law.

4.4 Indemnification. Adams County and the Adams County Coroner hereby agree to indemnify and hold harmless the City and County of Broomfield and the Attorney and its officers and employees from and against all liability claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which arise out of or are in any manner connected with the legal services provided under section 4.0 of this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the acts, errors, or omissions of the City and County of Broomfield, the Attorney, or their officers and employees.

4.5 Insurance. The Adams County Coroner shall name the City and County of Broomfield, the Broomfield City and County Attorney, and their officers, and employees as additional insured under Adams County's general liability and professional liability/errors and omissions policies and such coverage shall be primary over any other coverage available to City and County of Broomfield, the Broomfield City and County Attorney, and its officers and employees for all claims made as a result of the services provided by the Attorney under this Agreement.

5.0 NOTICES.

All notices required under this Agreement shall be given to the following:

For the Adams County Coroner:

Monica Broncucia-Jordan
Adams County Coroner's Office
330 North 19th Avenue
Brighton, CO 80601

For the City and County of Broomfield:

Debra Oldenettel, Director
Health and Human Services Department
The City and County of Broomfield
6 Garden Center
Broomfield, CO 80020

And

William A. Tuthill III, City & County Attorney
City & County Attorney's Office
City & County Building
One DesCombes Drive
Broomfield, CO 80020

6.0 ASSIGNMENT. This Agreement shall not be assigned by a Party without the prior written consent of the other Party.

7.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

8.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

9.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

10.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement

11.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

12.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

13.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damages or both.

14.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. The Parties hereto understand and agree that the City and County of Broomfield, the Adams County Coroner and Adams County and their respective officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) 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 parties, their officers, or their employees.

16.0 BINDING AFFECT. This Agreement shall inure to the benefit and be binding upon the Parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

18.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

19.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge a Party's credit or faith, directly or indirectly, to the Part(y)(ies).

20.0 RECORDING. This Agreement may be recorded by either Party with the Broomfield Clerk and Recorder.

21.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

22.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

23.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until all of the Parties have executed this Agreement.

24.0 TERM. This Agreement shall become effective January 1, 2017 through December 31, 2017 and may be extended for additional year intervals and adjusted appropriately for increases in required services or expenses, as agreed by both Parties in writing.

25.0 MINOR CHANGES. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement have been authorized to make and may have made minor changes in the Agreement and attached exhibits, if any, as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement shall constitute the approval of such changes by the respective Parties.

26.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27.0 TERMINATION. Either Party may terminate the provisions of this Agreement for Coroner Services upon one hundred twenty (120) days prior written notice. Either Party may terminate the provisions of this Agreement for Legal Services upon written notice.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names on the dates set forth below.

CITY AND COUNTY OF BROOMFIELD,
A Colorado municipal corporation and county

Randal E. Ahrens, Mayor
One DesCombes Drive
Broomfield, Colorado 80020

Date

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

Broomfield City & County Attorney

BOARD OF COUNTY COMMISSIONERS OF
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:

Deputy Clerk to the Board

APPROVED AS TO FORM

Adams County Attorney

CORONER
ADAMS COUNTY, COLORADO

Monica Broncucia-Jordan, Coroner

Date