


TOWN OF SUPERIOR  
RESOLUTION NO. R-58  
SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
THE BOULDER COUNTY SHERIFF'S OFFICE FOR LAW  
ENFORCEMENT SERVICES


BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR, COLORADO, as follows:


Section 1. The Intergovernmental Agreement between the  
Town of Superior and the Boulder County Sheriff's Office for Law  
Enforcement Services is hereby approved in substantially the  
same form as attached hereto, subject to final approval by the  
Town Attorney.

ADOPTED this 11<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Clint Folsom, Mayor

ATTEST

  
The seal is circular with a rope-like border. Inside the border, the words "THE TOWN OF SUPERIOR" are written in an arc at the top, and "COLORADO" is written in an arc at the bottom. In the center, the word "SEAL" is written in a bold, serif font.

  
\_\_\_\_\_  
Phyllis L. Hardin, Town Clerk-Treasurer

# INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

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THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (the "Agreement") is made and entered into the 1st day of January 2018, among the Town of Superior, Colorado (the "Town"), a Colorado municipal corporation, the County of Boulder, State of Colorado by and through its Board of County Commissioners ("County"), a body corporate and politic, and the Boulder County Sheriff's Office ("Sheriff's Office"), (collectively, the "Parties").

## Recitals:

A. Colorado Revised Statutes § 29-1-203 permits governments to enter into cooperative agreements for the provision of services; and

B. Colorado Revised Statutes § 30-11-410 permits the governing body of a municipality and a board of county commissioners to contract for the purpose of providing law enforcement by the sheriff within the boundaries of the municipality.

C. The Town does not have its own municipal police force, and has determined that it is in the best interests of the Town and its inhabitants to contract with the Sheriff's Office to provide law enforcement services within the boundaries specified under the terms of this Agreement; and

D. The Town desires to enter into an agreement with the County whereby the County, through the Sheriff's Office, provides law enforcement services to the Town and its inhabitants; and

E. The Sheriff has determined that his Office has the resources to provide law enforcement services to the Town in exchange for the compensation to be provided by the Town under this Agreement, and upon the further terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, the Parties AGREE AS FOLLOWS:

1. **Services to be Provided by the Sheriff's Office.** The Sheriff agrees to provide the following equipment and services to the Town:
  - a. **Town Personnel.** The Sheriff's Office will use funds provided by the Town to increase the staffing of the Sheriff's Office Operations Division by twelve (12) full-time employees who will be assigned to the Town (the "Town Personnel") and allocated as follows:
    - One (1) full-time position of the rank of Sergeant ("Town Sergeant") to be responsible for the supervision of law enforcement and public safety operations for the Town.

- Nine (9) full-time positions of the rank of deputy sheriffs (each individually a "Town Deputy" and together "Town Deputies") with the responsibility to provide law enforcement and public safety services to the Town.
- One (1) full-time position of the rank of detective ("Town Detective") with the responsibility to investigate police reports that originate within Town limits.
- One (1) full-time clerical position will be allocated to staff the Sheriff's substation office located in the Town.

- b. **Services.** The Sheriff's Office will ensure that services are provided 24 hours a day, 7 days a week, excluding extraordinary circumstances as defined by the Sheriff. At a minimum, two Town Deputies will be assigned to the dayshift and one Town Deputy will be assigned to the nightshift.

The Sheriff's Office provides the services of the Sheriff's Evidence Section, Computer Support Group (SCS), Personnel & Training Unit, Bomb Squad, K9 Unit, SWAT Team, Internal Affairs Unit, Typing Pool, Records Section, Drug Task Force, and Detective Section, to the personnel assigned to the Town under this Agreement, at no additional cost to the Town. Town Deputies arrange for the transport of defendants from the Boulder County Jail to the Town's Municipal Court, when applicable, at no additional cost to the Town.

- c. **Extra Duty.** When needed and requested by the Superior Town Manager, the Sheriff's Office will:
- i. Ensure a deputy is assigned to perform the duties of bailiff for the Town Court. This position will be paid for by the Town on an extra-duty contract basis, the details of which shall be agreed upon by the Parties separately from this Agreement.
  - ii. Provide extra-duty deputies to patrol the Town for special events as requested by the Superior Town Manager (the "Town Manager").
  - iii. The Town is financially responsible for compensating the County for the hours worked by the deputies under this Paragraph 1.c on an extra-duty contract basis at the contract extra-duty rate for the position(s) required.
- d. **Equipment.** The Sheriff's Office shall provide equipment, training, uniforms, vehicles, and other supplies for use of the Town Deputies, on the same basis such training and equipment is provided to the other deputies of the Sheriff's Office, and adequate to provide the services agreed to hereunder. The Sheriff's Office and Town will negotiate the budget, which sets forth the funding for these items and activities, on an annual basis before any renewal of this contract takes place.
- e. **Records.** The Sheriff's Office maintains records relating to criminal complaints, arrests, and other official law enforcement actions taken by Sheriff's Office personnel under this Agreement in the Sheriff's Office records management system, and in accordance with applicable records retention policies. During and

after termination of this Agreement, the Town shall have continued access to the Sheriff's Office records for all information pertaining to any entry made by the Sheriff's Office or its personnel on behalf of the Town under this Agreement, which access shall be granted at no charge and for legitimate Town law enforcement purposes.

- f. **Uniforms.** All law enforcement personnel provided under the terms of this Agreement shall wear the uniform of the Sheriff's Office when assigned to the patrol function.
- g. **Reporting.** The Sheriff's Office shall provide reports to the Town of law enforcement activity in the Town on a monthly basis or within any reasonable time period as requested by the Town Manager. These reports shall include written and/or oral reports to the Town's Board of Trustees at the Board's regular meeting on a quarterly basis, or less, as determined by the Town.
- h. **Dispatch.** The Sheriff's Office shall provide law enforcement dispatching services to the Town at a rate determined through a negotiation process between the Town and the Sheriff's Office. This process shall determine the Town's share of payment for communications services using the same formula for determining payment for communications services which is applied to other governmental entities that contract with the Boulder County Communications Center for the applicable funding period. A variation of the formula may be used to determine this payment, if the Town and the Sheriff's Office agree to such variation.
- i. **Town Codes.** The Town Sergeant and Town Deputies are responsible for enforcing all Town codes and ordinances, including animal control ordinances, at no additional cost to the Town.
- j. **Animal Control Unit.** The Sheriff's deputies assigned to the Sheriff's Animal Control Unit are primarily responsible for enforcing animal control codes or ordinances enacted by municipalities throughout the County, including the Town, and for impounding domestic animals as authorized by applicable municipal codes or ordinances. The costs associated with the services provided by the Sheriff's Animal Control Unit are negotiated on an annual basis between the Sheriff and Town based on the number of calls animal control officers respond to and the average amount of time spent on each call.
- k. **Overtime and Extraordinary Investigations.** The Sheriff's Office will pay the overtime expenses that are in excess of the budgeted amount which may be incurred by the Town Sergeant, Town Deputies, and/or Town Detective as a result of their regular duty assignments and excluding situations where the excess overtime expenses are due to an extraordinary criminal investigation that occurs within Town limits. In cases of an extraordinary criminal investigation, the Town is responsible for payment of all overtime expenses, forensic examination expenses, expert analysis expenses, and other expenses incurred that are specific to that investigation. The Sheriff, or his delegate, shall determine when an investigation becomes an extraordinary criminal investigation and shall notify the Town Manager of the determination.
- l. **Vehicles and Maintenance.** The Sheriff's Office will provide maintenance services and parts for the vehicle(s) used by the Town Sergeant, Town Deputies

and Town Detective. The Sheriff's Office will provide insurance for such vehicle(s) under Boulder County's existing vehicle insurance policy. The Sheriff's Office and Town will annually negotiate the budget which sets forth the funding for these items and activities in accordance with Paragraph 2.a.

- m. **Policies and Procedures.** The Sheriff's Office shall make available a copy of the Sheriff's Office's policies and procedures to the Town.
- n. **Employment Benefits.** All Town Personnel shall remain Sheriff's Office employees at all times. The Sheriff shall continue to be responsible for administering all wages, withholdings, pension, workers compensation insurance, unemployment benefits, medical/dental/ life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

## 2. **Compensation for Sheriff's Services.**

- a. **Proposed Budget.** During the term of this Agreement, the Sheriff's Office shall annually prepare and submit to the Town a proposed budget (the "Proposed Budget") for law enforcement and public safety services for the subsequent fiscal year, in accordance with the Town's budget preparation calendar. The Town will provide its budget preparation calendar for the subsequent fiscal year by July 1 of every year this Agreement is in effect. The Proposed Budget shall be the amount which the Town shall pay to the Sheriff's Office for services provided under this Agreement for the subsequent fiscal year, subject to supplemental appropriations as may be agreed upon by the Parties.
- b. **Adopted Budget.** The Proposed Budget shall be approved and adopted by the Town, the Sheriff's Office, and the County (the "Adopted Budget"), prior to the beginning of the fiscal year for which the budget is to be in effect. Once the Adopted Budget is in effect, the Sheriff's Office shall invoice the Town as provided in Paragraph 2.d.
- c. **Non-Approval of Budget.** If one or more of the Parties do not approve and adopt the Proposed Budget that Party or Parties shall provide written notice to all other Parties, in accordance with Paragraph 7. Any such notice of non-approval of the Proposed Budget shall also constitute a notice of termination under Paragraph 6, and this Agreement shall terminate twelve (12) months after such notice of non-approval in accordance with Paragraph 6.b.
- d. **Invoices.** The County shall invoice the Town no later than the 15th day of each month by sending an invoice to the Town Manager at the address provided in Paragraph 7. The Town shall pay the County based upon the annual cost of this Agreement, as set forth in the Adopted Budget, divided into monthly installments. Extra-duty events, as outlined in Paragraph 1.c, are separately invoiced monthly by the Sheriff's Office for extra-duty events that occurred the month prior to provision of the invoice

The Town shall pay the Sheriff's Office the entire amount invoiced within thirty (30) calendar days of the invoice date.

- e. **Vehicle Purchase and Maintenance Fee.** The Town agrees to include within the budget the purchase and/or replacement costs and maintenance fees for the

appropriate number of vehicles required for the number of deputies funded by the Town (the "Vehicle Fee"). Any vehicles purchased under this Agreement shall be vehicles the Sheriff's Office determines are suitable for law enforcement and patrol needs. The appropriate number of vehicles will be negotiated by the Town and Sheriff's Office. The Parties agree that no more than two Town Deputies will be assigned to each vehicle, and the Town Sergeant and Town Detective positions will each be assigned their own vehicles. The Vehicle Fee shall be included in the Adopted Budget pursuant to Paragraph 2.b, and will be included in the invoices as described in Paragraph 2.d.

- f. **Continued Funding.** It is the intent of the Town to provide sufficient funding to the Sheriff's Office to allow for an increase in deputies assigned to the Town and the Sheriff's patrol district, as the Town increases in population which necessitates an increase in law enforcement and public safety services. Any increase in staffing level or assignments must be mutually agreed upon by the Parties and memorialized in a written amendment to this Agreement in accordance with Paragraph 7.
- g. **Sheriff's Office's Obligations Contingent Upon Availability of Funding.** All obligations of the Sheriff's Office under this Agreement are expressly contingent upon funds being appropriated, budgeted, approved, or otherwise made available by the Town, Boulder County, or other source, for purposes of carrying out this Agreement. To the extent that such funding is not made available, either in whole or in part, the Parties shall be released from any obligations under this Agreement for which such funding is required.

3. **Equipment, Goods, and Services to be Provided by the Town:** The Town shall provide a substation within Town limits for use by the Town Personnel. In addition, the Town agrees to provide, or take steps to arrange for, the following equipment, goods, and services to the Sheriff's Office, to enable and assist the Sheriff in providing the services under this Agreement:

- a. Office furniture, telephones, utilities, general maintenance and upkeep, and janitorial services.
- b. Computer hardware adequate to provide access to the Sheriff's computer network.
- c. Installation of lines adequate for access to the Sheriff's computer network, and payment of monthly costs for these lines.
- d. The substation will be staffed by the full-time Sheriff's clerical position described in Paragraph 1.a. The substation hours of operation will be set by agreement between the Sheriff's Office and Town.

In the event the Town is unable to provide any of the above-listed equipment such that the Sheriff's Office personnel assigned to the Town cannot perform duties under this Agreement, the Sheriff's Office may terminate this agreement pursuant to paragraph 6.a. herein.

4. **Other Agreements Governing Sheriff's Provision of Law Enforcement Services to the Town:** The Parties agree that the following provisions apply to the provision of law enforcement services under this Agreement:

- a. **Complaints.** Any complaints of violation of law or policy by the Town Sergeant, Town Deputies, or Town Detective will be made in writing to the Sheriff, or the Sheriff's designee, by the Town or other complaining person and in compliance with the Sheriff's policy and procedure for complaint investigations. The Sheriff, or the Sheriff's designee, will inform the Town in writing when a complaint is received and will provide the nature of the complaint and the name of the deputy who is the subject of the complaint. Following completion of an investigation, the Sheriff, or designee, will notify the Town Manager of the final disposition regarding the complaint.
- b. **Complaints Regarding Policies.** A Party that receives a complaint or request from a member of the public regarding the substance of policies of another Party related to the services provided under this Agreement shall provide the complaint or request in writing to the Party whose policy is at issue for processing under that Party's policy.
- c. **Call Response/Other Jurisdictions.** The Town Deputies are responsible for call response and routine patrol inside the Town during their scheduled work hours. The Town Deputies will respond to other adjacent jurisdictions, including unincorporated Boulder County, as needed in an emergency upon request of a Sheriff's supervisor.

When not directly assigned to a call or responding to a request for service, the Town Deputies are to spend their discretionary patrol time in the Town and any area directly outside of the Town, not to exceed a half-mile radius from the Town limits.

- d. **Selection and Consent.** Selection of the Town Personnel is made by the Sheriff, with the ongoing consent of the Town Manager, which consent shall not be unreasonably withheld. Nothing in this Paragraph shall be construed as creating an employment relationship between the Town and the Town Personnel.
- e. **Sheriff as Town Marshal.** The Sheriff shall be the Town Marshal and the Chief Executive Officer of the Town police force under this Agreement. The Sheriff shall be responsible for the supervision and operation of the force. For purposes of this Agreement, the Sheriff may delegate his responsibilities to other commanding officers within the Sheriff's Office, including the Town Sergeant, who may then act as his official representative to receive communication from the Town. Any questions or concerns with operational issues from the Town shall be first made to the supervising deputy (Town Sergeant), the Operations Division Chief, or his designee. Issues concerning matters of policy shall be directed to the Operations Division Chief, the Undersheriff, or the Sheriff. The Town Sergeant and all Sheriff's personnel acting pursuant to this Agreement shall be entitled to exercise reasonable discretion to determine appropriate law enforcement response and priorities in the course of providing law enforcement services to the Town, and in so doing, shall at all times be subject to and guided by the mission and values statement and policies and procedures of the Sheriff's Office.

- f. **Duplication of Law Enforcement Services.** In order to eliminate unnecessary duplication of law enforcement services, the Sheriff and the Town agree that, at the discretion of the Sheriff, Sheriff's equipment and personnel assigned to the Town may be used to aid the Sheriff beyond the limits of the Town, and additional Sheriff's personnel and equipment assigned to the Sheriff may be used within the Town.
- g. **Independent Contractor Relationship.** The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services under this Agreement, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies shall be considered to be officials or employees of Boulder County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered employees or agents of the Town and not of the Sheriff, and no person who is not a deputy of, employed by, or expressly commanded by the Sheriff in the course of providing law enforcement services, shall be considered to be an agent or employee of the Sheriff for any purpose.

For purposes of this Paragraph 4.g., the relationships between the Parties as described in Paragraph 4.e. shall apply. Also for purposes of this Paragraph, 4.g., the Town shall consider Boulder County, which is the governmental entity financially responsible for the Sheriff, to be the same Party as the Sheriff. Nothing in Paragraph 4.g. shall be construed in any way to be a waiver by either Party of the protections to which the Parties and their officials and employees are entitled under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

- h. **Governmental Immunity/Insurance.** Boulder County, and the Sheriff's Office as part of Boulder County, is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, and shall at all times during the terms of this Agreement maintain such liability insurance, by commercial policy of self-insurance, as is necessary to meet its liabilities under the Act. The County is authorized under C.R.S. § 24-10-115(2)(a), to self-insure, and pursuant to such authorization does so self-insure. The Town further agrees to obtain commercial liability insurance adequate to cover liability associated with the substation premises in Superior, owned or controlled by the Town and used by the Sheriff's Office under this Agreement. The insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended, and shall name Boulder County as an additional insured. The Town further agrees to cooperate fully in the defense of all claims arising from incidents where the Sheriff's Office, or any of the deputies subject to this Agreement, was acting as Town Marshal and the Chief Executive Officer of the Town police force under this Agreement. Boulder County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph.

Each Party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees, in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the County nor the Town waives or intends to waive, as to any person not a party to



the Agreement, the limitations on liability which are provided to the County and the Town under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*,

- i. **Proof of Insurance.** Boulder County shall provide the Town with proof of self-insurance showing Boulder County's coverage for comprehensive general liability, police professional liability, auto liability, and workers compensation, and will provide timely updates of any changes in the County's insurance program.
5. **Effective Date, Term of Agreement:** This Agreement is effective January 1, 2018, and supersedes all prior Agreements. This Agreement shall remain in effect unless it is superseded by a new written agreement which is mutually acceptable to and signed by all Parties, or until it is terminated by any Party, in accordance with Paragraph 6.b.

**6. Reduction of Town Personnel and Termination of Agreement:**

- a. **Reduction of Town Personnel.** Any reduction by the Town of the budgeted full-time positions under Paragraph 1.a., of this Agreement shall not be effective until six (6) months after the Town has provided written notification of the planned reduction; however, if the full-time position(s) being reduced are vacant, the reduction may take effect on any date mutually agreed upon by the Parties. Overhead budget costs related to the reduced full-time position(s) will be recalculated and reduced in the Proposed Budget for the following year. Notice under this Paragraph 6.a shall be provided in accordance with Paragraph 7.
- b. **Termination of Agreement.** This Agreement may be terminated by any Party for any reason, including but not limited to non-approval of the Proposed Budget. Such termination shall be effective after the terminating Party provides twelve (12) months written notice of termination (the "Notice Period") to all other Parties in accordance with Paragraph 7. Following notice of termination, the Parties shall comply with Paragraph 2.a for any portion of the Notice Period that is not covered by the then current Adopted Budget.

If the Agreement is terminated due to non-approval of the Proposed Budget under Paragraph 2.c, the terms of this Agreement and the prior year's Adopted Budget shall carry over and apply during all or part of the Notice Period, as applicable.

If this Agreement is terminated for any reason during a fiscal year, the Town will only be responsible for prorated costs for any portion of the Notice Period that lies within a new fiscal year.

All terms, rights, and obligations of all Parties under this Agreement shall remain in effect during the Notice Period.

Notices of termination shall be directed to the attention of the representative or representatives for the non-terminating Party in accordance with Paragraph 7.

7. **Notice.** For purposes of this Agreement, notice shall be considered sufficient and effective as of the date of the postmark, if the notice is placed in the U.S. Mail, first-class certified mail with return receipt requested, or on the date of delivery, if the notice is hand-delivered, the following addresses:

**For the Sheriff / County:**

Boulder County Sheriff's Office  
Attn: Cmdr. Mike Wagner  
5600 Flatiron Parkway  
Boulder, Colorado 80301

and

Board of County Commissioners  
Boulder County Courthouse, 3rd Floor  
PO Box 471  
Boulder, Colorado 80306

**For the Town:**

Town of Superior  
Attn: Town Manager  
Town Hall  
124 East Coal Creek Drive  
Superior, Colorado 80027

8. **Amendment.** This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the authorized representatives of the Parties.
9. **Invalidity Provision.** Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement forthwith.
10. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado.
11. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relation to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this contract that any person receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
12. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

**COUNTY OF BOULDER,  
STATE OF COLORADO**

DocuSigned by:  
*Cecilia Lacey*  
A9048B42B8ED46B

**ATTEST:** \_\_\_\_\_  
Clerk to the Board

DocuSigned by:  
*Deb Gardner*  
6E741198D6C0495

\_\_\_\_\_  
Deb Gardner, Chair  
Board of County Commissioners

Date: 01/04/2018

APPROVED AS TO LEGAL FORM:

**SHERIFF OF BOULDER COUNTY**

DocuSigned by:  
*Dea Wheeler*  
685AC58B9A974CF

\_\_\_\_\_  
Sheriff's Legal Advisor  
Assistant County Attorney

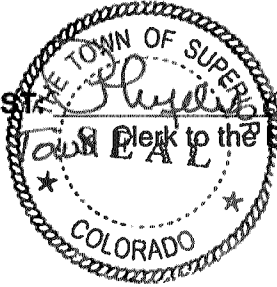
DocuSigned by:  
*Joseph K. Pelle*  
098A53164E104DE

\_\_\_\_\_  
Joseph K. Pelle

Date: December 18, 2017

Date: December 19, 2017

**TOWN OF SUPERIOR,  
STATE OF COLORADO**

**ATTEST:**  \_\_\_\_\_  
Clerk to the Board

*Clint Folsom*  
\_\_\_\_\_  
Clint Folsom, Mayor

Date: December 11, 2017