

TOWN OF SUPERIOR
RESOLUTION NO. R-81
SERIES 2020

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

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

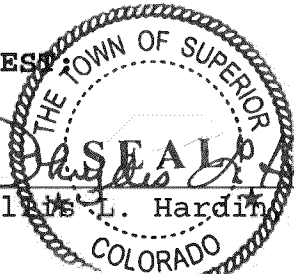

Section 1. The Agreement between the Town of Superior and
Boulder County Sheriff's Office for Dispatch Services is hereby
approved in substantially the same form as attached hereto, subject
to final approval by the Town Attorney.

ADOPTED this 14th day of December, 2020.



Clint Folsom, Mayor

ATTEST

Phyllis L. Hardin, Town Clerk-Treasurer

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES (the "Agreement") is made and entered into the 1st day of January 2021, 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 and 30-11-410 permit governments to enter into cooperative agreements for the provision of services; and
- B. The Sheriff's Office operates a Communications Center ("BCCC"), which serves as a Public Safety Answering Point of 911 and non-emergency calls for law enforcement, fire, and emergency medical services in the County, and which has the capacity to assist other jurisdictions within the County.
- C. The Town wishes to utilize the services of the BCCC for the answering of emergency and non-emergency public safety calls, the dispatching of its contracted police department to those calls, and the routine tracking and recording of officer activity.
- D. The Sheriff's Office agrees to provide police dispatching services through the BCCC to the Town in accordance with the service agreement provisions herein contained. The Town agrees to support the ongoing operational costs of the BCCC, by annual appropriation and payment of service fees in accordance with the percentage of their calls for service in relation to the total calls for service received by the BCCC as agreed to in the annual *Service Fee Agreement*, hereto attached as Exhibit A.

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 through the BCCC.** The Sheriff's Office agrees to provide the following:
 - a. **Public Safety Answering Point.** The BCCC will answer the Town's emergency and non-emergency calls for service, 24-hours a day, seven days per week, and dispatch those calls to the appropriate public safety agencies based on the priority level of the call and in accordance with BCCC policies, procedures, and protocols.
 - b. **Terminal Guard.** Not applicable (covered under the IGA for contracted law enforcement services).

- c. **Dispatching Services.** The BCCC will dispatch law enforcement resources by public safety radio, mobile computer aided dispatch ("CAD") terminal, phone, and/or pager, for all public-initiated calls for service and any officer or fire/rescue-initiated activities. Additionally, BCCC shall provide access, when practicable, to a dispatcher assigned to "Data Channel" whose primary responsibilities include CCIC/NCIC clearances, DMV record checks, issuance of case report numbers, requesting Town-contracted tow vendors respond to a scene, and other non-urgent matters consistent with BCCC-provided services.

During emergency events, the BCCC will provide a second operations channel and a dedicated dispatcher may be made available upon request, if BCCC staffing allows and/or by temporarily closing the data channel. There is no charge for short-term emergency use of a second dispatcher and dedicated alternate channel.

- d. **Emergency Warnings to the Public.** The BCCC will issue public warnings and messaging at the request of the Town for life-safety issues. All public warnings and messaging issued by the BCCC are guided by and will be consistent with the alert terminology and methodology contained in the *Boulder Alert and Warning Annex* to the *Boulder County Emergency Operations Plan (EOP)*.
 - e. **Radio Channel Access.** The BCCC shall provide radio channel/frequency access through *Letters of Authorization* to other law enforcement or public safety agencies that may provide direct assistance to the Town during an incident with the Town's law enforcement jurisdiction.
 - f. **Pagers.** Not applicable (covered under the IGA for contracted law enforcement services).
 - g. **Special Events.** When needed or requested by the Town, and with advanced notice, the BCCC may provide a dedicated channel and dispatcher for special events within the Town's law enforcement jurisdiction. The Town is financially responsible for compensating the Sheriff's Office for the hours worked under this Paragraph on an extra-duty contract basis at the contract extra-duty rate or the position(s) required.
 - h. **Radio Shop Services.** Not applicable (covered under the IGA for contracted law enforcement services).
 - i. **Statistical Reporting.** The BCCC will provide access to *FirstWatch*[™] to allow the Town self-service CAD research capabilities. Additionally, the BCCC can provide statistical reports from the *VIPER*[™] 9-1-1 telephone system for the Town when requested.
 - j. **Copies of Operational Documents.** The BCCC shall provide, as requested, copies of any dispatch policy, procedure, or protocol, to the Town.
2. **Town Obligations.** Not applicable (covered under the IGA for contracted law enforcement services).
3. **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 dispatch 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 will be the amount that 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, using the form attached as Exhibit A. Upon execution, the Adopted Budget will become incorporated by reference herein. The Sheriff's Office shall invoice the Town as provided in Paragraph 3.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 7, and this Agreement shall terminate twelve (12) months after such notice of non-approval in accordance with Paragraph 6.a.
 - 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, 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. **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, 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.
4. **BCCC Policy Advisory Group.** Not applicable (covered under the IGA for contracted law enforcement services).
 5. **Custodian of Records.** The Sheriff's Office will be considered the "Custodian of Record" regarding any audio recording of radio or telephone conversations recorded by BCCC.
 6. **Effective Date, Term, and Termination of Agreement.** This Agreement shall be in effect as of the date first written above and supersedes all prior Agreements. This Agreement shall remain in effect unless it is superseded by a new written agreement, or until it is terminated.
 - a. **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 3.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 3.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: Division Chief Mike Wagner
3280 Airport Road
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
124 E. Coal Creek Drive
Superior, Colorado 80027

8. **Amendments.** 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. **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 employees 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 an employee of, employed by, or expressly commanded by the Sheriff in the course of providing dispatch services, shall be considered to be an agent or employee of the Sheriff for any purpose.

Nothing in this Agreement shall be construed in any way to be a waiver by any 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. Each party to this Agreement shall be an independent contractor, and neither party nor such party's agents, officers, officials, or employees shall be deemed to be an agent of the other party. Each party, to the extent permitted by law, waives all claims and causes of action against the other party for compensation, damages, personal injury or death, which may result or occur as a consequence, direct or indirect, of the performance of this Agreement.

10. **Governmental Immunity.** 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 Town shall cooperate fully in the defense of all claims arising from incidents where the Sheriff's Office, or any of their employees, were acting under this Agreement.

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, no Party waives or intends to waive, as to any person not a party to the Agreement, the limitations on liability which are provided to such Party under the *Colorado Governmental Immunity Act*, C.R.S. § 24-10-101, *et seq.*

11. **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, as requested.
12. **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.
13. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado.

14. **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.
15. **Subject to Annual Appropriation.** 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.
16. **Termination of Prior Agreements.** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to the provision of services by one party within the other party's jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors, and signs.
17. **Execution by Counterparts; Electronic Signatures.** This Agreement 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. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the *Uniform Electronic Transactions Act*, C.R.S. §§ 24 71.3101 to 121.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

COUNTY OF BOULDER,
STATE OF COLORADO

ATTEST: Cecilia Lacey
Clerk to the Board

Deb Gardner
Deb Gardner, Chair
Board of County Commissioners

Date: 01/05/2021

APPROVED AS TO LEGAL FORM:

SHERIFF OF BOULDER COUNTY

[Signature]
Sheriff's Legal Advisor
Assistant County Attorney

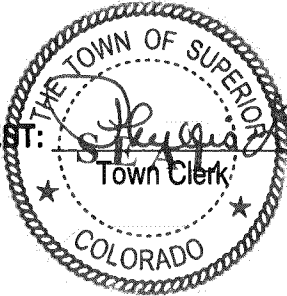
Joseph K. Pelle
Joseph K. Pelle

Date: December 30, 2020

Date: December 30, 2020

TOWN OF SUPERIOR,
STATE OF COLORADO

ATTEST: [Signature]
Town Clerk



Clint Folsom
Clint Folsom, Mayor

Date: December 14, 2020

Matthew G. Magley
Matthew G. Magley, Town Manager

Date: 12/16/2020

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOULDER COUNTY SHERIFF'S OFFICE AND THE
TOWN OF SUPERIOR
FOR DISPATCH SERVICES**

**EXHIBIT A
Adopted Budget**

1. Term. The term of this Adopted Budget is January 1, 2021 through December 31, 2021.
2. Budget. The fees for service for the term of this Exhibit A for all services outlined in the Intergovernmental Agreement is \$141,710.

IN WITNESS WHEREOF, the Parties have executed this Exhibit A on the date last written below.

**COUNTY OF BOULDER,
STATE OF COLORADO**

Joseph K. Pelle
Joseph K. Pelle
SHERIFF

Date: December 30, 2020

Michael R. Wagner
Michael R. Wagner
DIVISION CHIEF, SUPPORT SERVICES

Date: December 30, 2020

**TOWN OF SUPERIOR,
STATE OF COLORADO**

Matthew G. Magley
Matthew G. Magley
TOWN MANAGER

Date: 12/16/2020