

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 Erie, 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 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. The BCCC will act as the CCIC Terminal Guard during non-business hours, or upon special request, according to the rules established by the Colorado Bureau of Investigation, provided the Town has completed all required paperwork delegating terminal

guard authority to the BCCC. While guarding the Town's ORI, hit confirmations will be provided by BCCC. The *Terminal Guard Agreement* is hereto attached as Exhibit B.

- 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 the Town's Police Department with *Letters of Authorization* to afford access and use of primary and tactical BCCC radio channels. The BCCC may also 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.** The Sheriff's Office will provide pager system access and use, as well as pager programming at no additional cost to the Town.
- g. **Special Events.** When needed or requested by the Chief of Police or Town Administrator, 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.** The Sheriff's Office will provide one annual fleet and/or portable radio system programming or reprogramming for VHF and/or 700/800 MHz at no additional cost to the Town, provided the subscriber radio system(s) are already supported by the Sheriff's Office. Each Town-owned subscriber radio used on the Sheriff's communications system shall undergo an integrity check by the Sheriff's Office Radio Shop on at least an annual basis as preventative maintenance at no additional charge for labor. Repair parts may be billed back to the Town at the discretion of the Sheriff's Office. Radio replacement costs and consumable parts (e.g., batteries, speaker microphones, antennas, mobile microphones, etc.), are the responsibility of the Town.

- 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.**

- a. **VHF and DTR Radio Systems.** The Town shall always maintain VHF-capable radios systems to be accessible as needed, as VHF is the BCCC's primary land mobile radio network. At the Town's discretion, digital radios capable of operating on the Consolidated Communications Network of Colorado's Digital Trunk Radio system may be utilized or deployed under this Agreement.
- b. **Radio Programming:** The Town shall maintain access to all VHF channels outlined in the annually-published BCCC communication plans and shall program all radios to the specific channel names exactly as they appear on the BCCC-issued *Letter of Authorization*. The Sheriff's Office may approve channel name deviations only when done in writing and as a result of display character limitations. The Town shall ensure that all radios used on the BCCC communications system will be programmed with a timeout feature that does not exceed 30 seconds.
- c. **Equipment Maintenance.** The Town shall obtain inspection of all radios utilized on the BCCC communications network at least annually to confirm proper function and maintenance under the applicable FCC rules and regulations. The Town is responsible for maintaining all maintenance records for Town-owned equipment and shall make the records available for inspection upon request.
- d. **User Management and Supervision.** If the BCCC forwards a complaint or issue involving the Town's personnel or radio systems, the Town will follow-up and address any non-compliance with communications protocols or communications network standards in a timely manner, as appropriate. The Town will route any substantive issues with a BCCC policy, procedure, or protocol that includes a proposed update or revision shall be routed through the CCAC, unless exigent circumstances determine otherwise.
- e. **CAD Liaison.** The Town will appoint a CAD liaison officer or employee. The BCCC will provide training, support and query access to the CAD reporting system through the BRETSA-funded *FirstWatch*™ portal for the query of information, the retrieval of data, and the making of reports pertinent to the Town.
- f. **Communications Center Advisory Committee ("CCAC").** The Town will appoint a sworn user representative to attend and participate in regularly scheduled meetings of the CCAC. The purpose of the CCAC is to identify issues and work toward mutually acceptable resolution of issues or concerns, as well as providing input on BCCC law protocols and procedures. Town-specific law protocols or procedures that deviate from the general BCCC law protocols and procedures utilized by all law user agencies may incur additional costs beyond the base user fee.

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 Administrator 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.** The law enforcement user agency chief executives, the Sheriff, the Sheriff's Office Support Services Division Chief, and the BCCC Operations Director shall meet at least twice annually as the BCCC Policy Advisory Group to discuss issues regarding the performance of the BCCC, its personnel, policies, protocols, equipment, training, etc. Members of the BCCC Policy Advisory Group may request information regarding training, finance, equipment performance and replacement, CAD reports or data, etc., and such requests will be provided if available.

The goal of the BCCC Policy Advisory Group is to collaborate and agree on major policies practices or technology changes which would adversely affect agency budgets. The Sheriff's Office will strive to gain agreement of the BCCC user agencies prior to making major changes. The BCCC Policy Advisory Group will strive to maintain interoperable radio communication systems in the County.

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. The Sheriff's Office will notify the Town any time there is a public request for a record concerning the Town and provide the Town with a copy of the request. The Town agrees that it will review and either approve the record for release by BCCC, indicating portions to redact, if any, or request their own copy for disclosure within a reasonable time to comply with the *Colorado Criminal Justice Records Act* ("CCJRA").

If the Town approves of the release of the record after review, the Town will notify BCCC that the record may be released directly from BCCC. The BCCC will provide a copy of the disclosed record including a copy of the original record and a copy containing redactions, if made, to the Town. If the Town requests a copy of the record to produce to any member of the public who makes a request for the purposes of disclosure to that requestor, the Town will become the Custodian of Record for that record for purposes of compliance with the CCJRA from the date of provision of the record from BCCC to the Town. In these instances, BCCC will provide a non-redacted copy of the record.

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 Erie
Attn: Chief of Police
1000 Telleen Avenue
Erie, Colorado 80516

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

CL

Deb Gardner
Deb Gardner, Chair
Board of County Commissioners

Date: 10/20/2020

APPROVED AS TO LEGAL FORM:

Dea Lindsey
Sheriff's Legal Advisor
Assistant County Attorney

Date: October 22, 2020

SHERIFF OF BOULDER COUNTY

Joseph K. Pelle
Joseph K. Pelle

Date: October 22, 2020

**TOWN OF ERIE,
STATE OF COLORADO**

ATTEST: [Signature]
Clerk to the Board

Jennifer Carroll
Jennifer Carroll, Mayor

Date: Sept 21, 2020

Kimberly A. Stewart #1302
Kimberly A. Stewart, Chief of Police

Date: 09-22-2020

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOULDER COUNTY SHERIFF'S OFFICE AND THE
TOWN OF ERIE POLICE DEPARTMENT
FOR LAW ENFORCEMENT 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 \$295,312.

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: October 22, 2020

Michael R. Wagner

Michael R. Wagner
DIVISION CHIEF, SUPPORT SERVICES

Date: 9/28/2020

TOWN OF ERIE,
STATE OF COLORADO

DocuSigned by:
Malcolm Fleming

E38217B772C044A
Malcolm Fleming
TOWN ADMINISTRATOR

Date: 9/22/2020 | 3:14 PM PDT

Kimberly A. Stewart #1302

Kimberly A. Stewart
CHIEF OF POLICE

Date: 09-22-2020



COLORADO
Bureau of Investigation
Department of Public Safety

Crime Information Management Unit
690 Kipling Street, Suite 3000
Denver, CO 80215
(303) 239-4222 | cdps.cbi.ccic@state.co.us

CCIC Guard Agreement

This Guard Agreement addresses the following concerns: maintaining 24/7 coverage of the Guarded Agency's main CCIC terminal (as required by NCIC/CCIC policy), and allowing users at the Guarding Agency to conduct transactions (entries, modifications, locates, etc.) on behalf of the Guarded Agency. Please fill out whichever sections apply and send this form to the CBI at cdps.cbi.ccic@state.co.us.

Agency Information

Guarding Agency Name: Boulder County Sheriff's Office

Guarding Agency ORI: CO0070000

Guarded Agency Name: Erie Police Department

Guarded Agency ORI(s): CO0620700

Terminal Coverage

Please select all that apply:

- The Guarded Agency is a non-terminal agency that is supported by the Guarding Agency 24/7.
- The Guarded Agency is a terminal agency that relies on the Guarding Agency for after-hours support.
- The Guarded Agency is entering into this agreement to ensure coverage by the Guarding Agency during an emergency.

If/when the Guarded Agency's main terminal, CO0620700, has no user logged into it, all traffic shall be routed to terminal BSO at the Guarding Agency.

Other terminals at the Guarded Agency requiring this routing are: _____

Agreement continues on next page.



ORI Access

This section of the Guard Agreement permits the Guarding Agency to conduct transactions (e.g., queries, entries, modifications, locates, etc.) on behalf of the Guarded Agency.

The following terminals at the Guarding Agency require access to the Guarded Agency's ORI(s):

Additional Terms

This section allows for the stipulation of additional terms of this Guard Agreement, if any, between these two agencies (alternatively, an additional document may be appended to this one):

The Guarded Agency is responsible for notifying the CBI of any system outages or security incidents. Furthermore, it is the Guarded Agency's responsibility to follow CCIC/NCIC protocols and conduct proper notifications when required i.e. any requests for state-wide AMBER Alerts and other alerts will need to be made by the Guarded Agency to the CBI, as per protocol. The Guarded Agency is responsible for verifying the accuracy and completeness of it's entries in the CCIC/NCIC systems. The Guarded Agency is also responsible for responding to any CBI/FBI initiated audits.

Acknowledgement by Guarding Agency

As a CCIC/NCIC Terminal Agency, we agree to provide to the criminal justice agency listed below CCIC/NCIC/Nlets services in accordance with applicable laws and regulations. We ensure that documentation of information released to the non-terminal agency is available for audit purposes.

Signature: Mike Wagner

Printed Name: Mike Wagner

Title: Division Chief Date: September 29, 2020

Acknowledgement by Guarded Agency

As a Criminal Justice Agency in the State of Colorado receiving CCIC/NCIC/Nlets services from the above named terminal agency, we agree to comply with all CCIC and NCIC requirements for the access to, protection of, and release of criminal justice information we receive as a result of this agreement.

Signature: Kimberly A. Stewart

Printed Name: Kimberly A. Stewart

Title: Police Chief Date: September 29, 2020

This agreement will become effective when the Colorado Bureau of Investigation (CBI) receives the original document signed by both department heads. Termination of this agreement by either agency must be in writing with a copy to the Colorado Bureau of Investigation, CCIC Section, 690 Kipling Street, Suite 3000, Denver, CO 80215.

The original agreement will be filed at the CBI in the ORI file for each agency. A copy of this agreement must be retained at each agency involved for audit purposes.

