

NON-PROCUREMENT DOCUMENTS ONLY

ROUTING COVER SHEET

Document Details	
Document Type	Other
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Operations
Mailing Address	5600 Flatiron Pkwy Boulder CO 80301
Contract Contact	Pam Thompson pthompson@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	Town of Ward
Mailing Address	Ward Colorado
Contact 1- <i>Name, title</i>	Zalen Edwards, Mayor
Contact 1- <i>email</i>	zalenedwards@gmail.com
Contact 2	
Term	
Start Date	Upon Signature
Expiration Date	90 day notification
Brief Description of Work/Services Provided	
Sheriff agrees to provide law enforcement services to the Town through the Sheriff's Office per agreement	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	
Signature Deadline	

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Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

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Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

VR
_____ **County Attorney** (if required)

_____ **Risk Management** (if required)

CW
_____ **Finance** (if required)

CW
_____ **EO/DH** (if required)

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (“Agreement”) is made and entered into among the Town of Ward, Colorado (“Town”), a Colorado home rule municipal corporation, the County of Boulder, State of Colorado (“County”), a body corporate and politic, by and through its Board of County Commissioners, and the Boulder County Sheriff (“Sheriff”), each a “Party” and collectively the “Parties”.

RECITALS

- A. Colorado Revised Statutes (C.R.S.) § 29-1-203 permits governments to enter into cooperative agreements for the provision of services; and
- B. The Board of County Commissioners funds the Boulder County Sheriff’s Office (“Sheriff’s Office”), an office of Boulder County, by providing annual appropriations pursuant to its budget-making power under C.R.S. § 30-11-107(2); and
- C. C.R.S. § 30-10-516 provides that it is the duty of the Sheriff and his undersheriff and deputies “to keep and preserve the peace” and “to quiet and suppress all affrays, riots, and unlawful assemblies and insurrections” in Boulder County; and
- D. The Town retains the right to appoint a town marshal who, as a P.O.S.T. certified peace officer, “has the same power that sheriffs have by law, coextensive with the county in cases of violation of town ordinances, for offenses committed within the limits of the town” according to C.R.S. §§ 31-4-304 and -306 and C.R.S. § 16-2.5-108; and
- E. The Town does not have a paid police department but may receive limited law enforcement services from its appointed town marshal; and
- F. C.R.S. § 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; and
- G. The Town desires to contract with the County to receive law enforcement services from the Sheriff within Town boundaries, which the Town finds to be in its residents’ best interests; and
- H. The County and Sheriff agree to provide law enforcement services to the Town through the Sheriff’s Office according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Sheriff’s Office Responsibilities.
 - a. The Sheriff’s Office may take action within the Town as necessary to keep and preserve the peace and to quiet and suppress all affrays, riots, and unlawful

assemblies and insurrections as determined by the Sheriff pursuant to C.R.S. § 30-10-516.

- b. The Sheriff's Office will provide dispatch and other services according to Exhibit A, Scope of Services.
- c. The Sheriff's Office may otherwise perform law enforcement functions within Town boundaries at the Sheriff's discretion and as resources permit.

2. Town Responsibilities.

- a. If the Town has appointed a town marshal pursuant to C.R.S. § 31-4-306, the town marshal is responsible for:
 - i. Providing all law enforcement services within the Town, except that the Sheriff's Office will dispatch calls for service to the town marshal consistent with Exhibit A; and
 - ii. Complying with all applicable laws, regulations, standards, policies, and rules, including but not limited to the U.S. Department of Justice Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.
- b. Notwithstanding any town marshal appointment, the Sheriff retains authority under C.R.S. § 30-10-516 to keep and preserve the peace and to quiet and suppress all affrays, riots, and unlawful assemblies and insurrections within Town boundaries.

3. Compensation; Task Orders; Appropriations.

- a. Compensation.
 - i. So long as a town marshal has been appointed, the Sheriff will provide dispatch services to the Town, as a courtesy and at no-charge, up to 125 calls for service (CFS) in each calendar year, with the Town agreeing to pay for excess CFS at current user agency billing rates. The Sheriff will not disrupt dispatch services to the Town based solely on the Town's failure to pay under this section.
 - ii. The Sheriff may otherwise implement or modify charges for services under this Agreement by submitting to the Town a Proposed Budget at least twelve (12) months prior to the stated effective date.
- b. Task Orders. Pursuant to this Agreement, and aside from the Proposed Budget process above, the Parties may execute written Task Orders whereby the Town agrees to pay the actual costs of certain, agreed-upon law enforcement services provided by the Sheriff's Office. Actual costs shall be reasonably calculated using

Boulder County personnel policies and accounting principles. For any such Task Order, the Sheriff may sign on behalf of County where Boulder County Policy permits. Upon execution, a Task Order shall be deemed incorporated into this Agreement. The Town is responsible for appropriating adequate funds to fulfill its obligations under a Task Order prior to execution.

- c. Appropriations. All obligations of the Parties under this Agreement are expressly contingent upon funds being appropriated by the governing body of the respective Party. If a Party's governing body fails to appropriate adequate funds to fulfill its obligations under this Agreement, such Party will provide immediate written notice thereof to the other Party. In the event of non-appropriation by the Town, the Sheriff may cease to provide, in whole or in part, and at the Sheriff's discretion, the services outlined in Exhibit A. To the extent that appropriated funds remain available, and according to the terms of this Agreement, the Town remains financially responsible for any services provided by the Sheriff's Office under this Agreement.

4. Miscellaneous.

- a. Term; Termination. This Agreement shall become effective on the date of last Party signature and shall remain in effect until terminated by any Party by providing at least ninety (90) days' prior notice to the other Party. Upon termination, any provision of this Agreement that, by its nature, is intended to survive termination shall so survive. All terms of this Agreement shall continue to apply during the termination notice period, including any financial obligations for services rendered during the termination notice period.
- b. Liability. Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents, appointed officials, and employees, in acting or failing to act pursuant to this Agreement. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- c. Independent Entities. The Parties enter into this Agreement as separate, independent sovereign entities and shall maintain such status throughout the duration of this Agreement. Each Party is responsible for directing and supervising its own employees, appointed officials, officers, and agents and will exercise complete authority over its own employees, appointed officials, officers, and agents at all times in providing law enforcement services pursuant to this Agreement. No Party shall be liable under this Agreement for the actions or omissions of another Party or its employees, appointed officials, officers, or agents. By agreeing to this provision, no Party waives or intends to waive, as to any person not a party to this Agreement, any applicable limitations on liability or immunities provided by law,

including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

- d. Incorporation; Entire Agreement; Amendments. The above Recitals and Exhibit A, Scope of Services, are incorporated into this Agreement. Subject to paragraph 3, this Agreement represents the complete agreement between the Parties. This Agreement terminates any prior agreements, whether written or verbal and in whole or in part, between the Parties related to law enforcement services within the Town. This Agreement may be amended only by a written agreement signed by all Parties.
- e. Governing Law; Legal Interpretation. The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Each Party agrees to comply with all laws in exercising its rights and responsibilities under this Agreement. Each Party recognizes that this Agreement is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Agreement. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Agreement.
- f. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which constitute a single agreement. The Parties approve the use of electronic signatures according to the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 *et seq.*
- g. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE THEREOF.
- h. Insurance. Each Party shall always during the terms of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities in fulfilling its obligations under this Agreement.
- i. Governmental Immunity. Nothing in this Agreement shall be construed in any way to be a waiver of any Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- j. Meetings. The Sheriff or a designee shall meet or converse with the Mayor on a quarterly basis as necessary to discuss law enforcement activity in Ward during the prior quarter. In addition, upon request of the Mayor, the Sheriff will provide written reports to the Town of police activity in Ward on a quarterly basis.

k. No Waiver; Severability; No Third-Party Beneficiaries. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver of such rights or a waiver of any breach of this Agreement. Remedies available under this Agreement are cumulative and in addition to other remedies provided by law. Enforcement of the terms of this Agreement is reserved to the Parties and any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

l. Notices.

i. 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, to the following addresses:


A. For the Sheriff and Boulder County:

Boulder County Sheriff's Office
Attn: Support Services Division Chief
3280 Airport Road
Boulder, Colorado 80301

and

Boulder County Attorney's Office
Attn: Sheriff Legal Advisor
PO Box 471
Boulder, Colorado 80306

B. For the Town:

Town of Ward
Attn: Town Marshal

Ward, Colorado 80516

[SIGNATURE PAGE TO FOLLOW]

DATED this ____ day of _____, 202__.

COUNTY OF BOULDER, a body corporate and politic, acting by and through its BOARD OF COUNTY COMMISSIONERS

By: _____

NAME, Chair

Ashley Stolzmann

Attest: _____

Clerk to the Board

Matthew Ramos

BOULDER COUNTY SHERIFF

By: Curtis Johnson

Curtis Johnson, Sheriff

Approved as to Form:

Kate Hayward

Boulder County Attorney's Office

TOWN OF WARD, a Colorado home rule municipal corporation



October 2, 2024

NAME, Town Mayor

Date

Zalen Edwards

Attest: *Lauren Hereford*

NAME, Town Clerk

EXHIBIT A – SCOPE OF SERVICES

1. Services to be Provided by the Sheriff's Office through the Boulder County Communications Center (BCCC).

a. Subject to available resources, the Sheriff's Office agrees to provide the following, or substantially similar, services to the Town:

i. **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.

ii. **Terminal Guard.** The BCCC will act as the Colorado Crime Information Center (CCIC) Terminal Guard during non-business hours, or upon special request, according to the rules established by the Colorado Bureau of Investigation (CBI), 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.

A. So long as a town marshal has been appointed, the BCCC will further provide CBI Non-Terminal Agency guarding for the Town on a 24/7 basis at no-charge. Guarding will be performed by the BCSO Records division during regular business hours and BCCC after-hours. The BCSO Records Manager, or designee, will assist the Town is responding to CBI audits, without assuming any responsibility to complete the audit for the Town.

B. At all times, the Town remains responsible for complying, as an agency, with CBI requirements in order to maintain CCIC access, including fingerprinting and security training.

iii. **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 and National Crime Information Center (NCIC) clearances, Department of Motor Vehicles (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.

- b. **Emergency Events.** 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.
- c. **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), a copy of which is available to the Town upon request.
- d. **Radio Channel Access.** The BCCC shall provide the Town Marshal 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 within the Town's jurisdiction.
- e. **Pagers.** The Sheriff's Office will provide pager system access and use, as well as pager programming at no additional cost to the Town Marshal.
- f. **Special Events.** When needed, as determined by the BCCC, or upon request from the Town Marshal or Town Administrator with adequate, advanced notice, the BCCC may provide a dedicated channel and dispatcher for special events within the Town's jurisdiction. The Town is financially responsible for compensating the Sheriff's Office for the hours worked on an extra-duty contract basis at the contract extra-duty rate or the position(s) required and pursuant to the Task Order process outlined in the Agreement.
- g. **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.

- h. **Statistical Reporting.** The BCCC can provide statistical reports from the VIPER™ 9-1-1 telephone system or CAD statistical reports for the Town when requested.
- i. **Copies of Operational Documents.** The BCCC shall provide, as requested, copies of any releasable dispatch policy, procedure, or protocol to the Town.

2. Town Obligations.

- a. **VHF and DTR Radio Systems.** The Town shall, at a minimum, always maintain VHF-capable radios systems in both vehicle and field (pacset) deployments. 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 Federal Communications Commission (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 Support Services Commander, unless exigent circumstances determine otherwise.
- e. **Communications Center Advisory Committee (CCAC).** As a non-paying user agency, The Town will not have a seat on CCAC.
- f. **Invoices.** For any accrued charges, the Sheriff's Office shall invoice the Town by sending an invoice to the Town Administrator at the address provided. The Town shall pay the Sheriff's Office according to this Agreement and within thirty (30)

calendar days of the date of the invoice. Annual costs may be divided into monthly installments for invoicing purposes.

3. **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. Upon receipt, the Town must promptly inform the Sheriff's Office of any portions of the records that the Town seeks to be withheld under the *Colorado Criminal Justice Records Act (CCJRA)*. The Sheriff's Office retains sole discretion to respond to records requests it receives in order to comply with applicable laws.
 - a. If a record concerning the Town is released pursuant to a CCJRA request, BCCC will provide a copy of the disclosed record to the Town. Upon receipt of any record from the Sheriff's Office, the Parties agree that the Town likewise becomes a custodian of such record.
 - b. Nothing in this Agreement waives any legal obligation of either Party to comply with applicable open records laws.

Certificate Of Completion


Envelope Id: 50362CFA152A4F24B7EA0D338F3D17CA	Status: Sent
Subject: Town of Ward IGA with BCSO 9.25.2024	
Type of Document: E/O DH Signed Contract	
Department/Office: Sheriffs Office	
Source Envelope:	
Document Pages: 14	Signatures: 3
Certificate Pages: 3	Initials: 3
AutoNav: Enabled	Envelope Originator: Pamela Thompson 2025 14th St Boulder, CO 80302 pthompson@bouldercounty.org IP Address: 97.107.70.37
Enveloped Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

Record Tracking


Status: Original 9/25/2024 2:33:05 PM	Holder: Pamela Thompson pthompson@bouldercounty.org	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 97.107.70.37	Sent: 9/25/2024 2:46:18 PM Viewed: 9/25/2024 2:46:28 PM Signed: 9/25/2024 2:53:13 PM

Vladimir Ryazanov ca@bouldercounty.org Boulder County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 9/25/2024 2:53:17 PM Viewed: 9/25/2024 3:14:12 PM Signed: 9/25/2024 3:14:41 PM
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Carey Weinheimer cbweinheimer@bouldercounty.org Undersheriff Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 9/25/2024 3:14:47 PM Viewed: 9/26/2024 7:17:15 AM Signed: 9/26/2024 7:35:26 AM
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Zalen Edwards zalenedwards@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 8.2.40.30	Sent: 9/26/2024 7:35:30 AM Resent: 9/30/2024 12:35:20 PM Viewed: 10/2/2024 3:37:21 PM Signed: 10/2/2024 9:18:13 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lauren Hereford townofward@gmail.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Lauren Hereford</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 8.2.40.30</p>	<p>Sent: 10/2/2024 9:18:17 PM Viewed: 10/7/2024 3:30:55 PM Signed: 10/7/2024 3:32:39 PM</p>
<p>Curtis Johnson cjohnson@bouldercounty.org Sheriff Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Curtis Johnson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37</p>	<p>Sent: 10/7/2024 3:32:44 PM Viewed: 10/7/2024 3:37:14 PM Signed: 10/7/2024 3:37:55 PM</p>
<p>Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 10/7/2024 3:37:59 PM Viewed: 10/8/2024 7:39:59 AM</p>
<p>Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Ashley Stolzmann 37477@bouldercounty.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/25/2024 2:46:18 PM
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Payment Events	Status	Timestamps
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