

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES BETWEEN BOULDER COUNTY,
COLORADO AND THE TOWN OF LYONS, COLORADO**

THIS FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("First Amendment") is made and entered into between the Town of Lyons, Colorado, a statutory municipality ("Town"), and the Board of County Commissioners of Boulder County, Colorado ("County"), a body corporate and politic, acting through the Boulder County Sheriff's Office ("Sheriff's Office"), (collectively, the "Parties").

RECITALS:

- A. 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
- B. 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; and
- C. Authority for this Agreement is provided in § 30-11-410 and § 29-1-203, C.R.S.
- D. The Town and the Sheriff's Office entered into an Agreement for law enforcement services on January 22, 2015 (the "Original Agreement"). Amendments to the Agreement are authorized pursuant to Paragraph 5 of the Original Agreement.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the Town and the Sheriff AGREE TO AMEND THE ORIGINAL AGREEMENT BY REPLACING THE SPECIFIED SECTIONS AND SUBSECTIONS AS FOLLOWS:

1. **Services to be Provided by the Sheriff:** The Sheriff agrees to provide the following equipment and services to the Town:
 - b. The Sheriff's Office will ensure that there is one deputy sheriff assigned with responsibility to provide law enforcement and public safety services for the Town. Services will be provided 24 hours a day, seven days a week, excluding extraordinary circumstances as defined in Paragraph 1.j of the Original Agreement. The Sheriff's Office will also ensure that there is a detective assigned to investigate police reports that originate within the Town limits. The

Supervisor and/or deputy assigned to the Town shall also be responsible for calls for service in the unincorporated area of Boulder County immediately surrounding the Town, and on rare occasions may respond to emergencies in other County patrol districts. The deputy will be returned to the Town patrol area as soon as possible in these instances. The Sheriff's Office will ensure that during the day shift hours, the deputy will spend approximately fifty (50) percent of their uncommitted patrol time within the Town.

2. Payment by Town for Law Enforcement Services Provided by the Sheriff.

c. **Vehicle Fee.** The Town agrees to provide within the budget the purchase and/or replacement costs for the appropriate number of vehicles required for the number of deputies funded by the Town, which 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 (and negotiations will be based upon the premise that no more than two deputies will be assigned to each vehicle, with the exception of the Town Sergeant, who is the only one assigned to their vehicle). The fee shall be based upon the applicable budget as approved pursuant to Paragraph 2.a. of the Original Agreement, and will be included in the invoice as described in Paragraph 2.a.

f. **Equipment, Goods, and Services to be Provided by the Town.** The Town provides a substation, in the Town of Lyons, for use by Sheriff's deputies. In addition, the Town agrees to provide, or take steps to arrange for, the following equipment, goods, and services to the Sheriff, to enable and assist the Sheriff to provide law enforcement services hereunder:

- Office furniture, telephones, utilities, general maintenance and upkeep, and janitorial service.
- Installation of phone and/or data lines adequate for access to the Sheriff's computer network, and payment of monthly costs for these lines.

4. **Effective Date, Term of Agreement, and Termination.** This Agreement, as amended by this First Amendment to the Original Agreement, is effective upon the date on which it is signed by all of the representatives of the Parties as provided in the signature portion of this First Amendment, below. The Original Agreement, as amended by this First Amendment, shall remain in effect unless it is superseded by a new written agreement which is mutually acceptable to and signed by both Parties, or until it is terminated by either Party, provided that any such unilateral termination shall not be effective until one (1) calendar year after the date on which the terminating party provides to the other Party written notification of its intent to terminate, as described in Paragraph 2.b. Any reduction of the budgeted full-time positions under Paragraph 1.a., above, of this Agreement by the Town 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 can take effect on any date mutually agreed upon by the Parties. Overhead budget costs related to the reduced FTE position(s) will be recalculated and reduced in the following year's budget.

Any such notice of termination or reduction of a budgeted full-time position shall be directed to the attention of the representative or representatives signing this Agreement for the non-terminating Party as specified in the signature portion of this Agreement, below, and shall be considered to have been provided on the date of postmarking, 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.

- a. For purposes of this paragraph, notice shall be considered sufficient when mailed or delivered to 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
PO Box 471
Boulder, Colorado 80306-0471

For the Town:

Town of Lyons
Attn: Town Manager
PO Box 49
Lyons, Colorado 80540

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to an Intergovernmental Agreement for Law Enforcement Services between Boulder County, Colorado and the Town of Lyons, Colorado to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment..

**COUNTY OF BOULDER,
STATE OF COLORADO**

ATTEST: _____
Clerk to the Board

Deb Gardner, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO LEGAL FORM:

SHERIFF OF BOULDER COUNTY

Sheriff's Legal Advisor
Assistant County Attorney

Joseph K. Pelle

Date: _____

Date: _____

**TOWN OF LYONS,
STATE OF COLORADO**

ATTEST: _____
Clerk to the Board

Connie Sullivan, Mayor

Date: _____

APPROVED AS TO LEGAL FORM:

LYONS TOWN ADMINISTRATOR

Attorney
Town of Lyons

Victoria Simonsen

Date: _____

Date: _____