

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF LONGMONT AND
THE BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY
RELATED TO PUBLIC SAFETY ANSWERING POINT FUNDING**

This Intergovernmental Agreement (“Agreement”) is entered into by and between City of Longmont, a municipal corporation, and its division of Public Safety (“the City” or “LDPS”) and the Boulder Regional Emergency Telephone Service Authority (“BRETSA” or “Authority”), each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, BRETSA is a “Governing Body” as defined by C.R.S. 29-11-101 (commonly referred to as an emergency telephone service authority) for Boulder County established as a separate legal entity by a 1987 intergovernmental agreement, as amended (“IGA”), pursuant to C.R.S. § 29-11-102(1)(b); and

WHEREAS, pursuant to C.R.S. § 29-11-101 *et seq.*, and the IGA, BRETSA is authorized to (i) establish the amount of the Emergency Telephone Charge subject to (x) the maximum rate approved by the Legislative Parties to the IGA, (y) the Threshold Amount established by the Public Utilities Commission (“PUC”) pursuant to C.R.S. § 29-11-102(2)(f) above which PUC approval of Emergency Telephone Charge amounts must be obtained, and (z) PUC approval of Emergency Telephone Charge amounts in excess of the Threshold Amount pursuant to C.R.S. § 29-11-102(2)(c), (ii) receive remittances of the Emergency Telephone Charge from service providers, and (iii) expend the proceeds of the Emergency Telephone Charge to fund the provision of Emergency Telephone Service, subject to the limitations of C.R.S. § 29-11-104(2) and subject to the Rules of the Federal Communications Commission, 47 C.F.R. § 9.23; and

WHEREAS, pursuant to Article V, Section C of the IGA, BRETSA is precluded from having employees but may designate one or more employees of Parties of the IGA to provide administrative services to BRETSA with the employing Party’s consent, and may reimburse the employing party for the administrative services from the Emergency Telephone Charge, and since the formation of BRETSA, BCSO has provided the BRETSA part-time Administrative Assistant (Admin Tech) and now also provides the services of a GIS Tech, with BRETSA reimbursing LDPS for their services on a .5 FTE or hourly basis; and

WHEREAS, BCSO, the Boulder Police Department, the Longmont Department of Public Safety, (the “PSAP Agencies”) and the University of Colorado Boulder Campus Police Department, each of which operates a Public Safety Answering Point in Boulder County, Colorado with partial funding provided by BRETSA, and have provided IT support for PSAP systems, equipment and software including shared systems, equipment and software by each employing a Business Analyst (IT Support Tech) to provide support for PSAP systems including systems, equipment and software funded by BRETSA located within the PSAPs, and jointly supporting core systems shared by the PSAPs, with Business Analyst employment costs reimbursed by BRETSA; and

WHEREAS, the BRETSA Board has approved funding additional employment expenses of the PSAP Agencies, and has adopted BRETSA Board Resolution 2024-01-03 pursuant to which

BRETSA will block-grant funds to the PSAP Agencies including LDPS which the agencies can use at their discretion, consistent with statutory and regulatory requirements; and

WHEREAS, the City and BRETSA desire to enter into this intergovernmental agreement to memorialize the terms on which BRETSA will provide funding for the LDPS PSAP.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree that the Recitals set forth above are hereby incorporated into this Agreement.
2. Effective Date. This Agreement shall become effective on the date of last Party signature.
3. Term; Termination. This Agreement shall continue in full force and effect unless terminated by either Party for any reason upon twelve (12) months' written notice to the other Party or mutual agreement of the Parties. Notwithstanding, this Agreement shall automatically terminate upon (a) termination of the IGA, (b) non-appropriation of funding by the City, (c) non-appropriation of funding by BRETSA, or (d) dissolution of BRETSA. Notwithstanding, BRETSA agrees to make appropriation decisions based upon budget projections early enough for BRETSA to provide the City with required notice of non-appropriation at least twelve (12) months before any reduction or termination of funding takes effect.
4. LDPS will employ a Business Analyst (IT Support Tech) to support the PSAP systems funded by BRETSA and used by LDPS and which may be shared by the PSAPs operated by the PSAP agencies. The Business Analyst's compensation may be fully or partially funded out of the funds block-granted to LDPS by BRETSA pursuant to Attachment A hereto.
5. The funds block-granted to the LDPS and the other PSAP Agencies pursuant to Attachment A hereto and the BRETSA budget line item "C.R.S. § 29-11-104 Distribution," shall be in lieu of individual requests for or disbursement of BRETSA funds to the PSAP Agencies, including pursuant to BRETSA Budget line item "Equipment Non-Cap." Former BRETSA budget line items under which individual requests for or disbursement of BRETSA funds to the PSAP agencies have previously been made, have been combined under the new line item "C.R.S. § 29-11-104 Distribution." BRETSA funding of extraordinary or non-routine PSAP expenses such as facility upgrade or remodeling costs, or remediation of casualty losses whether on a permanent or bridge basis is not precluded. The BRETSA Board may elect to waive this provision upon a suitable showing and consider individual funding requests in its sole discretion.

a. LDPS agrees to provide personnel in support of BRETSA pursuant to Attachment A.

b. In the event of resignation, dismissal or other termination of the LDPS Business Analyst (IT Support Tech) funded by BRETSA, LDPS shall employ a successor Business Analyst selected by LDPS in its sole discretion, unless the PSAP Agencies and BRETSA have agreed upon alternative arrangements for IT Support for the PSAP systems, equipment and software used and relied upon by the PSAPs, including BRETSA-funded PSAP systems, equipment and software. The budgeted amount block-granted to LDPS by BRETSA shall not be reduced during any period that LDPS does not employ a Business Analyst. BRETSA has not committed to provide IT support for PSAP systems, equipment or software installed or used in or by the PSAP Agencies, including BRETSA-funded PSAP systems, equipment or software other than providing funding for the Business Analyst (IT Support Techs) at each PSAP which is now included in the block-grants.

5. BRETSA Block-Grant To The PSAP Agencies.

a. BRETSA will block-fund LDPS and the other PSAP Agencies and CU the amounts set forth at Attachment A hereto, to be disbursed to each of the PSAP Agencies in twelve equal monthly installments. The funds block-granted to each PSAP Agency and CU including LDPS include funding for the Business Analyst (IT Support Tech), although application of the block-granted funds are within the discretion of each respective PSAP agency, subject only to the below statutory and regulatory limits on use of proceeds of 9-1-1 Fees.

b. BRETSA shall increase the block funding for each PSAP Agency annually, in an amount equal to the largest increase in the amount of the compensation and benefits of the FTE(s) funded through the BRETSA block funding, of any of the PSAP Agencies in its usual course of business, such that (i) block funding for each PSAP Agency with FTE(s) funded through the block funding shall be increased in an amount meeting or exceeding the PSAP Agency's increased expenses for such FTE(s)' compensation and benefits in the usual course of business, and (ii) the three PSAP Agencies shall continue to receive an equal amount of block funding. The amount of block funding provided CU shall be adjusted annually by an amount determined in the sole discretion of the BRETSA Board, taking into consideration the amount of any increase in CU's compensation and benefits to CU employees funded through the block funding.

c. BRETSA annually reviews, adjusts, approves and submits to the parties to the BRETSA IGA its annual budget for the succeeding year. Any adjustment of the amount to be block-granted to LDPS and the other PSAP Agencies in the BRETSA budgeting process shall be memorialized in an amended Attachment A to this Agreement. If the Parties fail to execute an Attachment A after BRETSA makes an appropriation to LDPS, BRETSA agrees to provide appropriated funds to the County in twelve equal, monthly installments,

and the County agrees to expend such funds consistent with C.R.S. § 29-11-104(2)(a) and 47 C.F.R. § 9.23.

d. LDPS and the other PSAP Agencies may use the block funding in their sole discretion, subject to the limitations of C.R.S. 29-11-104(2)(a) and 47 C.F.R. § 9.23.

e. LDPS, shall provide BRETSA such information as may be necessary for BRETSA to respond to Colorado Public Utilities Commission or Federal Communications Commission inquiries, surveys or requests for data concerning the use of proceeds of the Emergency Telephone Charge established by BRETSA, the 9-1-1 Surcharge pursuant to C.R.S. 29-11-102.3, or the Prepaid Wireless 911 Charge” pursuant to 29-11-102.5, which are remitted to BRETSA.

6. General Terms.

a. Independent Entities. The Parties enter into this Agreement as separate, independent sovereign entities and shall maintain such status throughout the duration of this Agreement. BRETSA is prohibited by the IGA from having employees. LDPS is responsible for directing and supervising its employees and will exercise complete authority over its employees at all times in providing services pursuant to this Agreement. Any Longmont City employees that provide services to BRETSA hereunder shall at all times remain employees of the City for all purposes. The City is responsible for directing and controlling its employees.

b. Amendments. This Agreement may only be amended by the Parties in writing.

c. No Third-Party Beneficiary. This Agreement does not, and is not intended to, confer any rights to receive any service or benefit upon any third-parties.

d. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any Party of its rights, immunities, defenses, or privileges afforded by law, including the limitations on liability that are provided under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

e. Entire Agreement; Amendments: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties. Agreements and amendments must be signed by two members of the BRETSA Board, including either the Chair or Vice Chair of BRETSA, so that no BRETSA Board Member signs any agreement between BRETSA and their respective agency, to be binding upon BRETSA.

f. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

g. 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 will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121.

h. Notices. Any notice sent from one Party to another pursuant to this Agreement shall be in writing to the follow address:

To LDPS: Zach Ardis, Chief of Public Safety
225 Kimbark St.
Longmont, CO 80501

With a Copy to: Longmont City Attorney's Office
350 Kimbark St.
Longmont, CO 80501

To BRETSA: Boulder Regional Emergency
Telephone Service Authority
ATTN: Executive Asst.
3280 Airport Road
Boulder, CO 80301

With a copy to: BRETSA Legal Counsel
Joseph P. Benkert, P.C.
8506 Porcupine Pt.
Parker, CO 80134

[SIGNATURE PAGES TO FOLLOW]

DATED this ____ day of _____, 2024.

BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY, acting
by and through its BOARD OF DIRECTORS

Curtis Johnson, CHAIR

Date

Board Member

Date

Approved as to Form: _____

BRETSA Legal Counsel

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-002805

ATTACHMENT A
2024 Funding Provided by BRETSA to the City and LDPS
Provided for BRETSA Benefit by Jurisdiction

1. Funding Term. The term of this Funding is January 1, 2024 through December 31, 2024.
2. Budget. The details of funding provided by BRETSA to each PSAP and CU.
 - a. Lump sum funding from BRETSA to LDPS, pursuant to a single annual invoice from LDPS, in the total amount of \$419,600, to be divided into twelve equal payments and paid monthly to LDPS for the following FTE positions and benefits or discretionary spending in support of PSAP operation by the LDPS:
 - i. Business Analyst for BRETSA-based systems (equivalent to 1.0 FTE): IT Tech to support the BRETSA-funded PSAP systems, equipment and software utilized and relied upon by the PSAP Agencies and other PSAP systems, equipment, and software utilized and relied upon by LDPS.
 - ii. Discretionary spending for the LDPS subject only to the limitations on the use of proceeds of the Emergency Telephone Charge, the 9-1-1 Surcharge and the Prepaid Wireless 9-1-1 Charge pursuant to C.R.S. § 29-11-104(2)(a), and the limitations on the use of proceeds of 911 fees or charges pursuant to 47 C.F.R. § 9.23. Without limitation, LDPS may use discretionary spending to fund discretionary full-time employees to provide services to LDPS.

BRETSA “C.R.S. 29-11-104 Distribution” for 2024 is:

Boulder County	\$419,600
City of Boulder	\$419,600
City of Longmont	\$419,600
CU Boulder PD	\$254,599

[SIGNATURE PAGE TO FOLLOW]

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

**CITY OF LONGMONT
STATE OF COLORADO**

Joan Peck
Mayor

Attest:

City Clerk

Date: _____

BRETSA

Curtis Johnson
Chair

Date: _____

Board Member

Date: _____

Approved as to Form: _____
BRETSA Legal Counsel