

RESOLUTION 2021-002  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO  
CONTINUE THE OPERATIONS OF THE NORTHERN COLORADO BOMB SQUAD FROM  
JANUARY 1, 2021, TO DECEMBER 31, 2025

WHEREAS, the Northern Colorado Bomb Squad (the "Squad") handles all bomb-related and suspicious device calls for service in Larimer County and assists in the destruction of hazardous products, fireworks, and dangerous munitions; and

WHEREAS, the Squad has been in existence for over twenty years and is comprised of law enforcement personnel from Fort Collins Police Services, Loveland Police Department and the Larimer County Sheriff's Office (the "Agencies") as authorized by Colorado Revised Statutes Section 29-1-203(1), which allows governmental entities in Colorado to cooperate or contract with one another to acquire or provide any government function, service, or facility lawfully authorized to each; and

WHEREAS, the Agencies recognize that a cooperative and coordinated multi-jurisdiction bomb squad is the most effective and efficient way to provide bomb squad services that cross jurisdictional boundaries within Larimer County; and

WHEREAS, the Agencies believe that the pooling of their resources, information, expertise, equipment and money allows for a greater impact for these services than any one agency could achieve within its own jurisdictional boundaries; and

WHEREAS, the City of Fort Collins provides annual funding of \$15,000 to maintain operations of the Squad, may provide an additional \$5,000 for supplies and equipment replacement, and provides for ongoing training and assignment of Fort Collins police officers to positions to support the operational function of the Squad; and


WHEREAS the proposed new Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, provides for a term of four years, from January 1, 2021, to December 31, 2025, unless terminated earlier by any party and subject to the annual appropriation of funds sufficient and intended therefor, to ensure continuity of the Squad.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes any and all determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to execute the Northern Colorado Bomb Squad Intergovernmental Agreement in substantially the form attached hereto as Exhibit "A", with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of January, A.D. 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
City Clerk



**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE NORTHERN COLORADO BOMB SQUAD**

This Intergovernmental Agreement Regarding the Northern Colorado Bomb Squad (the "Agreement") is made and entered into this 1<sup>st</sup> day of January, 2021, by and between Larimer County, a political subdivision of the State of Colorado on behalf of the Larimer County Sheriff's Office ("LCSO"), the City of Fort Collins, Colorado, a municipal corporation on behalf of Fort Collins Police Services ("FCPS"); and the City of Loveland, Colorado, a municipal corporation on behalf of Loveland Police Department ("LPD"), individually referred to as "Party" and collectively referred to as the "Parties" or the "Participating Agency" or "Participating Agencies."

**WITNESSETH:**

1. The County is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado law. The City of Fort Collins and City of Loveland are home rule municipalities duly organized and existing in accordance with Colorado law.
2. Pursuant to C.R.S. Section 29-1-203(1), the County, the City of Loveland and the City of Fort Collins are authorized to cooperate with one another to provide any function or service lawfully authorized to each and are therefore each authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement.
3. The Parties recognize that a cooperative and coordinated multi-jurisdiction bomb squad is the most effective and efficient way to provide bomb squad services that cross jurisdictional boundaries within Larimer County.
4. The Parties believe that the pooling of their resources, information, expertise, equipment and money allows for a greater impact for these services than any one agency could achieve within their own jurisdictional boundaries.

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

1. Term of Agreement: The term of this Agreement shall begin on January 1, 2021, and end on December 31, 2025, unless sooner terminated as provided herein or extended by mutual written agreement of the Parties.
2. Northern Colorado Bomb Squad Membership: The Parties to this Agreement may mutually agree, in writing, to include other agencies in this Agreement. Any additional agencies shall sign an addendum to this Agreement prior to their inclusion in the Northern Colorado Bomb Squad (the "NCBS"). Any personnel assigned to the NCBS shall remain the employees of their respective agencies for all purposes including, without limitation, compensation, benefits, pension, worker's compensation and liability.
3. Purpose:
  - A. The purpose of this Agreement is to provide services to Northern Colorado that no single jurisdiction can afford to provide due to financial or workforce restrictions. The NCBS will

respond to any valid request for service as determined by the NCBS leader (the “Bomb Squad Leader”). NCBS will provide this service to all of Larimer County as well as other jurisdictions that are in need of NCBS services, if the Bomb Squad Leader or designee, at his or her discretion, determines the request is valid and that the NCBS resources are available and adequate to respond to the request. The NCBS will be responsible for identifying explosives, rendering safe any improvised explosive devices, investigating suspicious packages or mail, conducting post-blast investigation, and educating the public and other agencies in explosives, squad responsibilities and safety, and for matters of weapons of mass destruction for which squad members have been trained.

B. This Agreement shall also provide a basis to continue to develop a beneficial working relationship with all state and federal agencies, including local fire and ambulance response units and all local governmental entities.

4. Executive Board: Each Participating Agency may appoint a single representative to the Executive Board (the “Board”). The Board shall meet annually, at minimum. Each Board member shall have an equal vote in the conduct of business and business shall be conducted by a majority vote of the Board. The annual meetings shall be scheduled and coordinated by the Bomb Squad Leader.

The duties of the Board include, but are not limited to:

- Holding a board meeting once each year;
- Appointing the Bomb Squad Leader;
- Determining operating protocols and guidelines for the NCBS;
- Dealing with inter-agency issues or problems that involve two or more Participating Agencies;
- Reviewing the yearly proposed NCBS budget request and discussing funding;
- Reviewing and authorizing the final draft of the NCBS Year-End Report and transmitting a copy of that report to each Participating Agency;
- Establishing, with input from the Bomb Squad Leader, team goals in October of each year for the following year;
- Approving selection of members/technicians recommended for assignment to the NCBS by Participating Agencies; and
- Approving the purchase of any explosives.

5. Management Team: Each Participating Agency may appoint one person from its law enforcement agency at the rank, or equivalent rank, of Lieutenant or above (the “Manager”) to the Management Team. The Management Team shall, at a minimum, meet with the Bomb Squad Leader at least twice annually.

The duties of the Management Team include, but are not limited to:

- Responding to NCBS incidents as an administrative and managerial resource for the NCBS members (e.g. serving as part of the Incident Command structure established for the incident);
- Reviewing and evaluating with the Bomb Squad Leader any training and equipment needs that require Management Team authorization or presentation to the Board;
- Addressing Management Team issues;

- Reviewing NCBS expenditures at each meeting; and
- Each Manager will:
  - address any supervisory issues of NCBS personnel assigned by his or her respective agency;
  - by November 1 of each year develop a budget, including equipment and overtime, for NCBS personnel assigned from his or her respective agency;
  - coordinate any bomb technician/para-tech selection process as necessary to fulfill his or her Participating Agency’s personnel requirements.

6. Bomb Squad Leader: The Bomb Squad Leader will be an experienced Bomb Technician appointed by a majority vote of the Board to serve a one-year term starting January 1<sup>st</sup> of each year. If the Bomb Squad Leader is not able to serve due to extended illness, separation from employment, or other reasons, the Board, in its discretion, will appoint an interim Bomb Squad Leader or replacement Bomb Squad Leader, as necessary. This title is comparable to that of a Bomb Squad Commander as outlined per Federal Bureau of Investigations (“FBI”) and National Bomb Squad Commanders Advisory Board (“NASCAB”) guidelines.

The duties of the Bomb Squad Leader include, but are not limited to:

- Overseeing the day-to-day operations of the NCBS;
- Meeting with the Management Team twice a year, at minimum,—to present status information and obtain direction regarding Management Team activity, needs, training, and any other issues, as needed;
- Scheduling an independent audit of all NCBS explosives twice each year and reporting the results to the Management Team;
- Ensuring that the NCBS meets all the requirements and standards of a certified bomb squad as defined by NBSCAB;
- Ensuring that NCBS members obtain and retain appropriate certifications related to their duties as members of the NCBS;
- Coordinating NCBS member attendance at mandatory state and federal training events and meetings;
- Coordinating all inter-agency NCBS training;
- Responding to all major bomb incidents and, when necessary, directing Management Team activities subject to the command of the Jurisdictional Incident Commander;
- Coordinating the compilation of quarterly reports and a year-end report outlining NCBS activities, statistics, major equipment purchases and other pertinent facts of interest to the Participating Agencies – the report will be completed by March 31 each year;
- Reviewing all NCBS call out reports to determine if the response by NCBS members was appropriate and if any additional training is needed;
- Coordinating the research, writing and application for grants to fund NCBS equipment purchases, educational and training expenses (when available), office supplies and other support supplies;
- Establishing team goals in October of each year for the following year with the Board; and
- Scheduling and coordinating the annual Board meeting.

7. NCBS members/technicians: POST certified NCBS members/technicians shall have full peace

officer authority and arrest powers within Larimer County through Larimer County Sheriff's Office commissions, in addition to the authority granted by their home law enforcement agency. All NCBS members assigned to the Bomb Squad shall adhere to rules and regulations as set forth in their respective departments' rules, policies, and procedures as well as those taught by the Hazardous Devices School ("HDS"), Alcohol Tobacco and Firearms, FBI and the NBSCAB recommendations for Certified Bomb Squads.

8. Other support personnel: Other personnel may be utilized by the NCBS as needed in areas such as hazardous material incidents, crime scene processing, material transportation and storage, and on-scene support. The Bomb Squad Leader will determine when it is necessary to activate support personnel on a case-by-case basis. The NCBS will be allocated two Para-Tech positions that will be filled by any of the Participating Agencies, or another outside agency, as deemed necessary. Such personnel will be afforded member status and will participate regularly with monthly trainings and callouts. The Para-Techs will be used as regular support personnel and will not be allowed to be downrange on calls or handle explosives without a certified HDS technician immediately present. The Para-Tech positions will not be HDS-certified but will attend annual trainings as allowed by their Participating Agency.
9. Jurisdiction: The jurisdiction of calls shall be governed by the geographical areas of each Participating Agency or the law enforcement agency seeking NCBS assistance. The NCBS and the Bomb Squad Leader will coordinate the NCBS response with the incident commander of such agency (the "Jurisdictional Incident Commander").
10. Investigation: The Jurisdictional Incident Commander shall be responsible for the criminal investigations instigated by NCBS, and for working with the District Attorney's Office to monitor the collection and storing of evidence and discovery. Any resulting criminal investigation, collection and storing of evidence, provision of discovery to the District Attorney's Office, and retention of records relating to the investigation shall be the responsibility of the Jurisdictional Incident Commander's law enforcement agency.
11. Participation: The NCBS is a part-time organization designed to facilitate a multi-jurisdictional response to bomb investigations. It is not intended to be a full-time task force, nor will it require full-time assignment of personnel.
12. Employment Status: Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties hereto, shall in any respect alter or modify the status of officers, agents, or employees of the respective Parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Nothing contained in this Agreement restricts the Participating Agencies from making any employment decisions related to employees that serve on, or support, the NCBS, such as changing employee assignments or removing specific employees from the NCBS, at the Participating Agency's discretion.
13. Fiscal Management: Each Participating Agency will provide within its respective budget sufficient funds for training and equipping that agency's members assigned to the NCBS, subject to the contingencies set forth in this Agreement. In addition to initial training, recertification, and equipping all members of the NCBS, each Participating Agency will

provide \$15,000 annually to the Bomb Squad Leader's Participating Agency for current and future equipment and equipment-related needs, specific to the NCBS. In the event a Bomb Squad Leader selected on January 1<sup>st</sup> of each year is from a different Participating Agency than the previous year, the Parties will determine whether the balance of such contributions and accounting records will be transferred to the agency of the newly-selected Bomb Squad Leader. The agency holding the accounts will administer all accounting services for the NCBS.

- A. When possible, the Bomb Squad Leader will apply for training which incurs no expense for the Participating Agencies and pursue any other available grant funding that may be available for training purposes. This training may require the NCBS member/technician to attend during, or outside, his or her normally scheduled shift time. Scheduling to make members/technicians available for the training is the responsibility of the Participating Agency.
  - B. Participating Agencies will provide funding, subject to available funds, to maintain supplies of needed equipment for the NCBS and to replace used or inoperable equipment as determined by the Bomb Squad Leader and the Management Team.
  - C. All NCBS technicians must be Certified Bomb Technicians trained at the HDS and each Participating Agency shall pay all costs associated with sending their NCBS member(s)/technicians(s) to this school.
14. **Joint Use and Operation:** Equipment, including but not limited to computers, vehicles, pagers, and cell phones, owned by a Participating Agency that is used or has been made available for use by NCBS personnel, shall remain the property of that Participating Agency. Each Participating Agency shall provide its own vehicles, fuel and equipment in performing the duties required under this Agreement. All maintenance, replacement and repair of this equipment is the responsibility of the Participating Agency owning the equipment. Any assets, equipment, or vehicles purchased in whole or in part through Federal Homeland Security Grants, other Federal or State funding or other NCBS expenditure funds, will be shared and maintained equally among the Participating Agencies.
15. **Training:** The NBSCAB, in conjunction with the FBI, devised a national guideline, including training and certification, for certified Bomb Technicians. All Participating Agencies agree to allow their respective employees who are assigned as-technicians of the NCBS the time needed to become certified Bomb Technicians. The Bomb Squad Leader will recommend to the Management Team specific training required by the FBI and the NBSCAB. Mandatory training must be provided by each Participating Agency or by the NCBS grant resources, if available, so that minimum qualifications of each member/technician are maintained.
- A. When possible, the Bomb Squad Leader will apply for training which incurs no expense for the Participating Agencies and pursue any other available grant funding that may be available for training purposes. This training may require the NCBS member/technician to attend during, or outside, his or her normally scheduled shift time. Scheduling to make members/technicians available for training is the responsibility of the Participating Agency.
  - B. In addition to the \$15,000 provided annually by each Participating Agency, the

Participating Agencies may be required to provide up to \$5,000, each, in additional funding, to maintain supplies of needed equipment for the NCBS and to replace used or inoperable equipment as determined by the Bomb Squad Leader and the Management Team.

All NCBS technicians must be Certified Bomb Technicians trained at the HDS and each Participating Agency shall pay all costs associated with sending their NCBS member(s)/technician(s) to this school.

Scheduling to make members/technicians available for such training and certification or any other training and certification required for participation in the NCBS is the responsibility of the Participating Agency. Each Participating Agency shall track its employee's hours and scheduling and shall be responsible for overtime, if any, resulting from its member's/technician's participation in any training or certification required for participation in the NCBS. In addition, each assigned NCBS member/technician shall keep all certifications and training current.

16. Records: Records shall be retained as assigned herein:

Records relating to criminal investigations shall be the responsibility of the Jurisdictional Incident Commander's law enforcement agency.

The Participating Agency designated for accounting services shall also act as custodian of all records for the NCBS, except those records related to criminal investigations.

Records of training will be kept by the Bomb Squad Leader, with copies provided to the member's/technician's law enforcement agency for its personnel records. If the Bomb Squad Leader transitions to a different Participating Agency, copies of all relevant training records shall be provided to the oncoming Bomb Squad Leader.

17. Voluntary Termination: The Parties acknowledge and agree that participation in the NCBS is voluntary, and that in the event a Participating Agency wishes to terminate its participation in the NCBS, that Participating Agency shall notify the Bomb Squad Leader and the Board thirty (30) days prior to termination. The terminating Participating Agency has no claim of ownership over any assets purchased in whole or in part through grant funding or over other NCBS expenditure funds, equipment or vehicles acquired through grant proceedings. All such assets, equipment, vehicles and grant proceeds shall be retained by the NCBS. Termination pursuant to this section shall not relieve a Party of its obligations incurred up to the termination date. Upon dissolution of the NCBS, any assets obtained by the NCBS shall be distributed to the then Participating Agencies by unanimous agreement of the Board.

18. Good Faith Discussion. In the event the actual responses outside a Participating Agency's jurisdiction included in the Agreement become a burden, or if there is any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, the Participating Agencies agree to discuss, in good faith, amendments to this Agreement and/or other possible resolutions. Accordingly, the Parties will first elevate the disputed issue to the respective supervisors, and if the matter is not resolved, the Parties may then engage in mediation or other non-binding dispute resolution methods.



19. Appropriations: The Parties are all governmental entities, therefore this Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution. If any Party does not receive appropriated funds sufficient to participate in this Agreement, the Agreement shall automatically terminate at the end of such current fiscal period for which funds have been allocated, without penalty to the Parties. Such termination shall not constitute an event of default under any other provision of the Agreement, and the Parties shall be obligated to pay all charges incurred through the end of the current fiscal period. The non-appropriating Party shall file written notice of such unavailability of funds not later than thirty (30) calendar days after it receives notice of such unavailability.
20. Liability: The Parties agree that during the time that a Participating Agency's personnel are assigned under this Agreement, any liability which accrues under the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., on account of a negligent or other tortious act or omission of aiding and assisting officers or personnel while performing such duty shall be imposed solely upon the Participating Agency. Each Participating Agency shall be liable for the acts or omissions of its respective personnel consistent with federal and state law. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the Parties and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and under any other law.

Each Party, to the extent permitted by law, waives all claims and causes of action against the other Parties for compensation, damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement and the sole remedy for any claim or cause of action under this Agreement is that which is set forth in Paragraph 18. Each Party shall be liable for any worker's compensation claims filed by its respective personnel arising from injuries sustained as a result of performance under this Agreement.

21. Contingencies: This Agreement and obligations of the Parties hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the respective governmental entities' budgeting and appropriating the funds necessary to fulfill the Parties' obligations hereunder.
22. Governing Law and Venue: This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado and venue will be in Larimer County, Colorado.
23. Assignment: This Agreement shall not be assigned by any of the Parties hereto without the prior written consent of the other Parties.
24. No Third Party Beneficiaries: This Agreement is made for the sole and exclusive benefit of the Parties and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.
25. Waiver: No waiver by any of the Parties of any of the terms and conditions of this Agreement shall be deemed to be or be construed as a waiver of any other term or condition of this Agreement, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.

26. Severability: If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected.
27. Amendments: This Agreement may only be amended or altered in writing signed by each Participating Agencies' authorized representative.
28. Force Majeure: Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of any of the Parties hereto, or strikes and labor troubles (whether or not within the power of the Party affected to settle the same) prevents or delays performance by any party to this Agreement, such Party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause; provided, however, that such party shall exercise due diligence in its efforts to resume performance within a reasonable period of time.
29. Relationship of Parties: The Parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status throughout the term of this Agreement.
30. Authority: The persons who execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.
31. Binding Effect: The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
32. Counterpart Signatures: The Parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every Party shall be deemed to constitute full and final execution of the Agreement.

**WHEREAS**, the Parties have agreed to form the NCBS, and it is therefore resolved that the below listed agencies enter into this Intergovernmental Agreement.

**For the County:**

**LARIMER COUNTY, COLORADO**

A political subdivision of the State of Colorado

By: \_\_\_\_\_  
Steve Johnson, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Justin Smith  
Larimer County Sheriff

ATTEST:

\_\_\_\_\_  
Deputy Clerk of the Board

Approved as to legal form:

\_\_\_\_\_  
Deputy County Attorney

**For the City of Fort Collins, Colorado:**

**THE CITY OF FORT COLLINS,**  
a municipal corporation

By: \_\_\_\_\_  
Darin Atteberry, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to legal form:

\_\_\_\_\_  
Assistant City Attorney

**For the City of Loveland, Colorado:**

**THE CITY OF LOVELAND,**  
a municipal corporation

By: \_\_\_\_\_  
Stephen C. Adams, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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Assistant City Attorney