

TOWN OF SUPERIOR  
RESOLUTION NO. R-16  
SERIES 2019

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOULDER VALLEY SCHOOL DISTRICT FOR TEMPORARY USE OF THE TOWN HALL CHAMBERS FOR MEETINGS

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

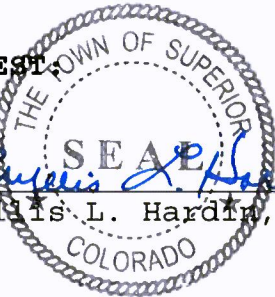
Section 1. The Intergovernmental Agreement between the Town and the Boulder Valley School District for temporary use of the Town Hall Chambers for meetings is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 11<sup>th</sup> day of March, 2019.

*Clint Folsom*

Clint Folsom, Mayor

ATTEST:



*Phyllis L. Hardin*  
Phyllis L. Hardin, Town Clerk-Treasurer

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this 11<sup>th</sup> day of March, 2019 (the "Effective Date") by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and the Boulder Valley School District, a Colorado school district with an address of 6500 E. Arapahoe, Boulder, Colorado 80303 ("BVSD") (each a "Party" and collectively, the "Parties").

WHEREAS, BVSD holds regular meetings of its Board of Education (the "Board") at its Education Center on the second and fourth Tuesday of every month;

WHEREAS, due to planned renovations, BVSD is unable to utilize the Education Center to hold its Board meetings starting in May 2019;

WHEREAS, the Town would like to allow BVSD to temporarily use its Town Hall Chambers (the "Chambers") to hold BVSD meetings, subject to the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, the Parties may contract with one another to provide any function, service, or facility lawfully authorized to be provided by each of them.

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

1. Use of Chambers. The Town hereby authorizes BVSD to use the Chambers, including the appurtenant facilities and parking lot, subject to the terms and conditions set forth herein.

a. Scheduled Use. Within 10 days of the Effective Date, the Parties shall develop a schedule for BVSD's use of the Chambers, which may be modified by mutual agreement at any time.

b. Priority. The Town shall have priority for use of the Chambers if scheduling conflicts arise, provided that the Town shall provide reasonable notice to BVSD of any such conflicts.

c. BVSD Scheduling Changes. If any unforeseen scheduling changes occur concerning BVSD's use of the Chambers, BVSD agrees to notify the Town at least 48 hours before the scheduled event, or otherwise as soon as practicable after the need for the scheduling change exists.

d. Maintenance of the Chambers. BVSD hereby agrees to take due care of the Chambers during its use of the Chambers. BVSD shall not cause or permit breakage, damage or deterioration of the Chambers and shall promptly notify the Town of any damage. Any costs incurred by the Town beyond general wear and tear will be billed to BVSD.

2. Term and Termination.

a. Term. This Agreement shall commence upon the Effective Date and shall be in full force and effect until November 30, 2020, unless terminated as herein provided. After the initial term, the Parties can renew this Agreement for any additional monthly periods upon mutual agreement.

b. Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party, for any reason.

3. Fees.

a. Facilities Fees. The Town hereby agrees to waive any user fees for BVSD's use of the Chambers during the term of this Agreement.

b. Staff Fees. BVSD hereby agrees to pay any and all staff costs or wages associated with the operation of the Chambers during the time it is used by BVSD, including without limitation the staff time required to open and close the Chambers and operate any necessary audio or video equipment. The Town shall submit a bill for any applicable staff costs to BVSD at the beginning of each month following BVSD's use of the Chambers. BVSD shall remit payment for such costs within 30 days of receipt thereof. Any staff wages for use of the Chambers shall be billed at the rate paid by the Town to each employee or contractor.

4. Hold Harmless. BVSD and its successors and assigns agree to hold harmless the Town and its officers, insurers, volunteers, representatives, agents, attorneys and employees from and against all claims, liability, damages, losses, expenses and demands, including attorney fees to third parties imposed by applicable law on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of BVSD's use of the Chambers.

5. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.



e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

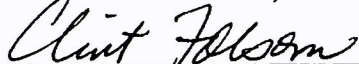
h. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Licensee under this Agreement without the prior written consent of the Town.


i. Governmental Immunity. The Parties and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to either Party and its officers, attorneys or employees.

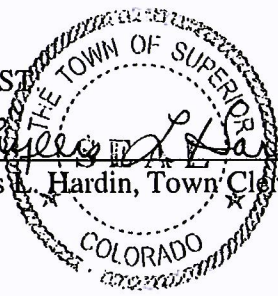
j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

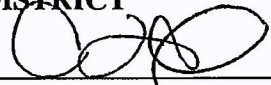
**TOWN OF SUPERIOR, COLORADO**

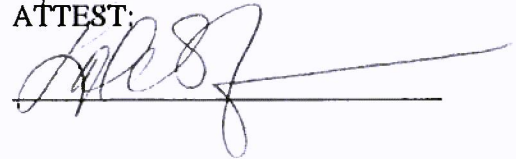
  
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Clint Folsom, Mayor

ATTEST:  
  
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Phyllis A. Hardin, Town Clerk



**BOULDER VALLEY SCHOOL DISTRICT**

By:   
\_\_\_\_\_

ATTEST:  
  
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