

**TOWN OF SUPERIOR  
RESOLUTION NO. R-6  
SERIES 2022**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
BOULDER COUNTY FOR DEBRIS REMOVAL**

**WHEREAS,** C.R.S. § 24-33.5-707 authorizes local and interjurisdictional emergency management agencies to establish emergency management plans for its areas that include provision for the response and recovery from emergencies and disasters;

**WHEREAS,** the Boulder County Office of Emergency Management adopted the Emergency Operations Plan for Boulder County, and this plan authorizes Boulder County to coordinate for and remove debris following a disaster; and

**WHEREAS,** C.R.S § 24-33.5-713 further encourages political subdivisions to make suitable arrangements for furnishing mutual aid in coping with disasters.

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

**Section 1.** The Board of Trustees hereby approves the Intergovernmental Agreement with Boulder County in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

**ADOPTED this 10<sup>th</sup> day of January, 2022.**

DocuSigned by:  
*Clint Folsom*  
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Clint Folsom, Mayor

**ATTEST:** DocuSigned by:  
*Patricia Leyva*  
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Patricia Leyva, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ASSISTANCE  
FOR DEBRIS REMOVAL RESULTING FROM THE COLORADO WILDFIRES AND  
STRAIGHT-LINE WINDS DISASTER (DR-4653-CO)**

THIS INTERGOVERNMENTAL AGREEMENT (the “IGA”) is effective as of the 1st day of January 2022, between the COUNTY OF BOULDER, Colorado, a body corporate and politic (the “County”), and the TOWN OF SUPERIOR, Colorado, a municipal corporation (the “Town”) (each, a “Party” and, collectively, the “Parties”).

**RECITALS**

- A. Colorado law, C.R.S. § 24-33.5-707, authorizes local and interjurisdictional emergency management agencies to establish emergency management plans for its areas that include provisions for the response and recovery from emergencies and disasters. In addition, C.R.S. § 30-15-401 authorizes county governments to provide for and compel the removal of rubbish, including trash, junk, and garbage, from lots and tracts of land within the county. Per this authority, Boulder County Office of Emergency Management adopted the Emergency Operations Plan for Boulder County, City of Boulder, Local Governments and Special Districts, and this plan authorizes Boulder County to coordinate for and remove debris following a disaster. C.R.S. § 24-33.5-713 further encourages political subdivisions to make suitable arrangements for furnishing mutual aid in coping with disasters.
- B. C.R.S. § 31-15-401(1)(b) grants power to municipalities “[t]o do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.”
- C. Intergovernmental agreements to provide functions or services, including sharing the costs of such functions or services, or incurring debt, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. § 29-1-203, and other sections of the Colorado Revised Statutes.
- D. Grass wildfires and straight-line winds of epic proportions beginning on December 30, 2021 resulted in severe damage or total loss of at least 990 residential homes and commercial buildings in Boulder County, including in the cities of Superior and Superior, Colorado (the “Event” or “Disaster”).
- E. On December 30, 2021, Colorado Governor Jared Polis declared a state of emergency due to the Event on December 30, 2021, and on January 1, 2022 President Joseph R. Biden approved a Major Disaster Declaration for the Event (DR-4634-CO) beginning on December 30, 2021 and continuing.
- F. The Town of Superior is a municipal corporation within Boulder County.
- G. Hundreds of residential and/or commercial buildings/residences within the Town of Superior were damaged or completely consumed by fire in the Disaster. The sheer

amount of destruction from the Disaster across the cities of Louisville, Superior, and unincorporated Boulder County has resulted in unprecedented amounts of debris that will need to be removed. The County intends to assist the residents within its boundaries, including those within the Town, especially during a time of response to and recovery from this unprecedented disaster. The Town may also assist with the response and recovery within the Town boundaries.

- H. The Disaster caused extremely dense structure fires in a densely populated area. Structure fires generate debris that can include particulates, exposed asbestos, lead-containing building materials (such as glass and lead paint), and chemical residues.
- I. Soot and ash from structure fires may also be toxic and contain carcinogens. Fire debris and household items damaged by smoke, particularly soft goods, must be disposed of in a timely and proper manner so as to mitigate immediate risks to public health and safety posed by debris, soot, and ash.
- J. The Disaster also resulted in widespread utility outages over several days, resulting in spoiled perishables that must be disposed of order to prevent foodborne illness, mold, and resulting toxins that can become airborne.
- K. Due to freezing temperatures and snowfall following the Disaster, pipes within surviving and damaged structures may have burst, resulting in water damage to carpeting, soft goods, and furnishings that must be disposed of in a timely and proper manner to prevent mold and mildew and resulting airborne spores and toxins.
- L. Downed and damaged trees in the burn areas are also creating an imminent threat to public health and safety and need to be removed and properly disposed of in a timely fashion.
- M. Street sweeping is also necessary to remove Disaster-caused debris covering roadways within the burn area. Debris from the dense fire structures creates an imminent threat to public safety by flattening emergency response vehicles' tires and otherwise inhibiting the travel of first responders and Damage Assessment teams.
- N. Given the magnitude of the Disaster and resulting destruction, the Parties desire to cooperate and work together to efficiently and effectively respond to and recover from this Disaster. The purpose of this IGA is to allow the County to assist the Town of Superior with debris removal.

## **AGREEMENT**

1. The Parties agree that it is necessary for the County to provide for debris removal, including street sweeping, services within the area of the Town in order to protect against immediate threats to public health and safety in direct response to the Disaster. The Recitals, above, are hereby incorporated into this Agreement.

2. The Parties will work collaboratively with the County to identify and respond to debris disposal needs. The Town will work with the County to conduct site selection for debris removal activities and provide necessary communications to residents.
3. The Parties agree to cooperate and work diligently to ensure timely FEMA reimbursement for the cost of debris removal. Such cooperation includes, without limitation, the Town allowing the County to assist in creating and managing or administering FEMA project worksheets, both Parties providing and signing reasonable documentation needed to process the reimbursement requests, and the Town allowing the County to review and audit the Town's financial and administrative processes and documentation related to reimbursement of the County's payment of invoices.
4. Under no circumstances will the County apply for reimbursement for costs of services for which the Town has applied for reimbursement under this IGA, except at the express direction of a federal or state agency, such as FEMA (an "Agency").
5. Under no circumstances will the Town apply for reimbursement for costs of services for which the County has applied for reimbursement under this IGA, except at the express direction of an Agency.
6. The Parties shall adhere to all Agency rules and regulations in procuring services related to the Disaster.
7. General Terms.
  - a. Term. This IGA shall become effective as of the date of last signature as indicated on the last page. This IGA shall terminate December 31, 2022 unless earlier terminated by either party upon thirty (30) days' notice to the other party.
  - b. Prior Agreements. Contracts or intergovernmental agreements for services between the Parties existing prior to the Disaster will continue, to the extent possible in light of the Disaster. Nothing contained in this IGA shall alter or modify any such pre-existing contracts or agreements. Services provided under such contracts or agreements shall be paid as usual, with no additional charges.
  - c. Employment Status of Responding Personnel. Nothing contained in this IGA, and no performance under this IGA by personnel of the County or of the Town, shall in any respect alter or modify the status of officers, agents, or employees of the County or of the Town.
  - d. Liability. Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person

not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- e. Authority. This IGA is promulgated under C.R.S. § 29-1-201 and the relevant portions of Title 24, Article 33.5 of the Colorado Revised Statutes. Each and every term, provision, or condition herein in subject to and shall be construed in accordance with the provisions of Colorado law, the charters of the Parties (if applicable), and the ordinances and regulations enacted pursuant hereto.
- f. Severability. The Parties understand and agree that if any part, term, or provision of this IGA is by the courts held to be illegal or in conflict with any law of the State of Colorado, or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term, or provision held to be invalid.
- g. Waiver. No waiver of any breach or default under this IGA shall be a waiver of any other or subsequent breach or default.
- h. No Third-Party Beneficiary. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this IGA, and no other person or entity is so intended.
- i. Amendments. Amendments to this IGA may be made with consent in writing by both Parties.
- j. Governing Law and Venue. This IGA shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in Boulder County, Colorado.
- k. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures shall be acceptable and binding upon all Parties.
- l. Insurance: Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature page to follow]

EXECUTED this 5th day of January 2022.

**BOULDER COUNTY:**

*Jana Petersen*

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Jana Petersen, County Administrator

**TOWN OF SUPERIOR:**

*Matthew G Magley*

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Matt Magley, Town Manager