

TOWN OF SUPERIOR
RESOLUTION NO. R-20
SERIES 2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR THE BOULDER COUNTY 2022 YOUTH CORPS PROGRAM SERVICES

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

Section 1. The Intergovernmental Agreement between the Town of Superior and Boulder County for the Boulder County 2022 Youth Corps Program Services is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney

ADOPTED this 14TH day of March, 2022.



Clint Folsom

Clint Folsom, Mayor

ATTEST:

Patricia Leyva

Patricia Leyva, Town Clerk

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

| Document Details | |
|--|--|
| Document Type | Revenue Contract |
| Parties | |
| County Contact Information | |
| Boulder County Legal Entity | Boulder County |
| Department | Parks and Open Space |
| Division/Program | Youth Corps |
| Mailing Address | Parks and Open Space Attn: Contracts Division 5201 St. Vrain Road Longmont, CO 80503 |
| Contract Contact – <i>Name, email</i> | Luiz Blanco-Bertolo blanco-bertolo@bouldercounty.org |
| Cell Phone | 303-678-6104 |
| Invoice Contact – <i>Name, email</i> | Renee Bookless rbookless@bouldercounty.org |
| Main Office Number | 303-678-6200 |
| Other Party Contact Information | |
| Name | Town of Superior |
| Mailing Address | Town of Superior Parks, Recreation and Open Space Department Attention: Leslie J. Clark, CPRP, Director 206 Coal Creek Drive Superior, CO 80027 |
| Contact 1 – <i>Name, email</i> | Leslie Clark lesliec@superiorcolorado.gov |
| Additional copies – <i>Name and email</i> | Clint Folsom – clintf@superiorcolorado.gov Patricia Leyva – patricial@superiorcolorado.gov |
| Term | |
| Start Date | 3/1/2022 |
| Expiration Date | 12/31/2022 |
| Brief Description of Work/Services Provided | |
| IGA ANNUAL SUMMER YOUTH CORP MUNICIPALITY SERVICES PROGRAM | |
| Revenue Contract/Lease Details | |
| Amount | \$33,400.00 |
| Fixed Price or Not-to-Exceed? | Fixed Price |
| Grant Details | |
| Award # (if any) | N/A |
| Signature Deadline | N/A |
| Project/Program Name | N/A |
| Project/Program Start Date | N/A |
| Project/Program End Date | N/A |
| Capital or Operating? | N/A |
| Grant Funding | |
| Amount: Federal Funds | N/A |
| Amount: State Funds | N/A |

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

| | |
|---|------------------|
| Amount: Other (specify) | N/A |
| Amount: Match (dollars) | N/A |
| Amount: Match (in-kind) | N/A |
| Total Project Budget | N/A |
| Account String | N/A |
| Federally Funded Grants | |
| Federal Program Name | N/A |
| CFDA # | N/A |
| Subrecipients | |
| Name(s) | N/A |
| Services to be Provided | N/A |
| Subaward Amount | N/A |
| Subcontractors | |
| Name(s) | N/A |
| Services to be Provided | N/A |
| Subcontract Amount | N/A |
| File Net Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net) | |
| Other Party Name | TOWN OF SUPERIOR |
| Start Date | 3/1/2022 |
| End Date | 12/31/2022 |
| Amount | \$33,400.00 |
| Notes Additional information not included above | |
| REVENUE CONTRACT | |

BOULDER COUNTY STAFF USE

DocuSign Approvals (Initials): Drop initial tags for each of the required approvers below

CP

_____ **Paralegal** [ONLY FOR: Revenue Contracts]

CA

Use email: CAParalegalsDTC@bouldercounty.org

_____ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]

Use email: mtusinski@bouldercounty.org

_____ **Finance** [ONLY FOR: Leases, Grant Documents]

Use email: bmccarthy@bouldercounty.org

_____ **EO/DH** [ONLY FOR: BOCC-Signed Documents]

**BOULDER COUNTY
2022 YOUTH CORPS PROGRAM SERVICES
INTERGOVERNMENTAL AGREEMENT**

TOWN OF SUPERIOR

This Agreement for the Youth Corps Program Services (hereinafter referred to as the "Agreement") is executed between the **COUNTY OF BOULDER**, State of Colorado, a Body Corporate and Politic, acting through and by its Board of County Commissioners, P. O. Box 471, Boulder, Colorado, 80302, hereinafter referred to as the "County" and the **TOWN OF SUPERIOR**, a Colorado Statutory Town, 124 E. Coal Creek Drive, Superior, Colorado, 80027, hereinafter referred to as the "Town", and each referred to as a "Party" and jointly hereinafter referred to as the "Parties".

WHEREAS, the County provides a summer youth employment program specifically known as the "Boulder County Youth Corps", more fully described in Exhibit "A" Scope of Services, (please refer to attached Exhibit "A"); and

WHEREAS, the County program will provide valuable services to the community which are deemed to be essential for the immediate protection and preservation of the public health, safety, convenience and general welfare of the citizens of Boulder County; and

WHEREAS, the Town has agreed to participate in and financially support the summer youth employment program, and is authorized to execute this Agreement by law, including Colorado Constitution Article XIV, Section 18 and C.R.S. 29-1-201, et seq.; and

WHEREAS, due to the COVID-19 pandemic, the State of Colorado and Boulder County are under emergency public health orders that restrict the types of group activities and businesses that can operate and the methods by which those activities and businesses can perform their essential functions for the protection and preservation of the public health, safety, convenience and general welfare of the citizens of Boulder County; and

WHEREAS, not knowing the conditions under which the Youth Corps program will be able to operate during the summer of 2022, the Parties have agreed to execute this Agreement to grant them

the flexibility to operate Youth Corps programs in accordance with whatever public health orders are in place at any time during the term of the 2022 Youth Corps season.

NOW, THEREFORE, the Parties hereby agree as follows:

1. During the Youth Corps season, the County will keep abreast of the latest state and local public health orders related to COVID-19 and will assure that all operations of the Youth Corps are conducted in accordance with the current strictures of all applicable public health orders, including services that can be provided, permissible group sizes, social distancing and hygiene requirements.

2. So long as Youth Corps services provided are in strict accordance with applicable public health orders, any variance from the services proposed shall not be deemed to be a breach of the Agreement.

3. If public health orders mandate that group sizes may not be as large as originally contemplated for Youth Corps teams (proposed to be 10 teens and 2 leaders in a team), the number of Youth Corps team members will be reduced to comply with applicable restrictions. In the event that Youth Corps team sizes are reduced, the payment required from the Town shall be reduced by a commensurate percentage of the payment originally set forth in the Agreement.

4. Because the Parties will not know what the terms of applicable public health orders will be until the Youth Corps season commences, the Town will pay the County the full amount set forth in the Agreement by the deadline of June 1, 2022. The County's year-end report to the Town will contain complete and accurate statements of services rendered, including any reductions in services provided as a result of applicable public health orders. If there are any reductions in services provided, the County will reimburse the Town for any portion of the funds for which the Town has paid, but for which services were not provided. Reimbursements will be made within 30 days of the year-end report.

5. Term: The Agreement shall begin on March 1, 2022 and continue through December 31, 2022.

The dates for the 2022 Youth Corps season are designated as Monday, June 13, 2022 continuing through Wednesday, August 3, 2022.

6. Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, signed by duly authorized representatives of the Parties. This Agreement incorporates herein by reference of the attachments specified as Exhibit "A" Scope of Services and Exhibit "B" Annual Financial Report.

7. Services: The County agrees to provide the services listed in Exhibit "A" to the community. In addition to the services, the County agrees to:

- a. Be available for consultation as needed; and
- b. Provide the Town with all necessary information; and
- c. Facilitate the provision of support services that become necessary.

8. Payment: The Town agrees to pay the County the sum of **\$33,400.00 (Thirty-Three Thousand Four Hundred Dollars and 00/100ths)** on or before June 1, 2022. The County will submit, in writing, an invoice for services.

9. Audit: The Town reserves the right to conduct an audit of all records related to this Agreement should the Town have concerns about the County's performance of the services listed in Exhibit "A".

10. Reporting Requirements: The County further agrees to submit a year-end report to the Town. The annual report will contain complete and accurate statements of services rendered, according to the format of Exhibit "B" (please refer to attached Exhibit "B") to this Agreement, signed by the County's signatory, or its authorized agent, and submitted no later than **February 15, 2023**. Besides any other remedies, the Town may decline to consider further Agreements if the County does not submit its annual report on time.

11. Independent Contractor: The County and any persons employed or engaged by the County to perform services under this Agreement shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of copartners or joint ventures between the Parties or as construing the County, including its agents, employees, and any persons engaged by the County to perform

services under this Agreement as an agent or employee of the Town. The County shall remain an independent and separate entity. The County shall not be supervised by any employee or official of the Town nor will the County exercise supervision over any employee or official of the Town. The County shall not represent that the County is an employee or agent of the Town in any capacity. The County, its officers, employees or any other persons engaged by it under this Agreement, are not entitled to Workers' Compensation benefits except as may be provided by the County or some entity other than the Town. The County is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.

12. Personnel: The County agrees to provide competent personnel to supervise the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

13. Insurance: The Town and County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended ("Act"). The Town and County shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Act. Upon request by either Party, the other Party shall show proof of such insurance.

14. Liability: Each Party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform under this agreement. By agreeing to this provision, neither the Town nor the County waives or intends to waive, as to any person, the limitations on liability or other protections which are provided to the Town and the County under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq.

15. Termination: This Agreement shall be subject to termination by either Party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other and if the conditions of noncompliance specified in such notice is not corrected within ten (10) days of receipt, of the date of such notice, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notices shall be mailed to the designated Parties as specified in Section 22.

16. Provisions Construed as to Fair Meaning: The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such party of the source of the language in question.

17. Headings for Convenience: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

18. Compliance with Ordinances and Regulations: The County shall perform all obligations under this Agreement in strict compliance with all federal, state, city and Town laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the County's services under this Agreement and specifically, shall comply with all applicable child labor laws and shall not discriminate against any person on the basis of sex, race, creed, national origin, disability, or otherwise as prohibited by law.

19. No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.

20. No Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

21. Financial Obligations of Town: All financial obligations of the Town under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the Town's credit, the creation of any multiple, fiscal-year obligation, or a payment guarantee by the Town to the County. In the event appropriated funds are not available, both Parties shall be relieved of their obligations hereunder.

22. Notices: For purposes of the notices required to be provided under this Agreement, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return

Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the Parties at the following addresses:

For the County: **Parks and Open Space Department**
Attention: Renee Bookless
5201 St. Vrain Road
Longmont, CO 80503
rbookless@bouldercounty.org

For the Town: **Town of Superior**
Parks, Recreation and Open Space
Department
Attention: Leslie Clark
206 Coal Creek Drive
Superior, CO 80027
lesliec@superiorcolorado.gov

23. Waiver: No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

24. Severability: Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

25. Governing Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

26. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

Executed by **BOULDER COUNTY** on April 5, 2022

**COUNTY OF BOULDER
STATE OF COLORADO**

Therese Glowacki

Director, Parks and Open Space Department

Leslie J Clark

Director,
Parks and Open Space Department

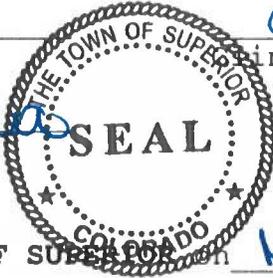
TOWN OF SUPERIOR

ATTEST:

Clint Folsom

Clint Folsom, Mayor

Patricia Leyva
Patricia Leyva,
Town Clerk



Executed by **TOWN OF SUPERIOR** on March 14, 2022
Date

**EXHIBIT A
SCOPE OF SERVICES**

1. LOCATION OF WORK PROJECTS:

Various locations in parks and on Town property, open space and trails throughout the Town.

2. DATE OF WORK PROJECTS:

June 13, 2022 through August 3, 2022.

3. TYPE OF WORK TO PERFORM:

- a. Sand and paint black handrails at ball fields
- b. Linseed oil backstops on ball fields
- c. Paint wood benches and trash cans
- d. Pull weeds - various locations
- e. Cut down Russian olives
- f. Linseed oil bike park fence
- g. Scrape and paint pedestrian bridges
- h. Adjust/level 8x8s at dog park parking lot
- i. Trash removal (open space and drainage areas)
- j. Children's Park crusher fine bed (replace with 3-4" cobbles)
- k. Add crusher fine to various soft trails
- l. Replace and/or level water bars on soft trails
- m. Construct a trail for the cemetery
- n. Water drainage issue in between north and south tennis courts (dig a trench)

4. OTHER CONDITIONS:

Boulder County Youth Corps will provide:

- a. One (1) twelve (12) person work team consisting of one (1) adult team leader and one (1) adult assistant team leader with ten (10) youth team members assigned to work in Town. Team member ages 14-17; and
- b. Tools, safety protection wear as deemed necessary, and transportation provided to and from the designated work sites.

5. PROGRAM SERVICES GOALS AND OBJECTIVES FOR 2022:

Number of Superior youth served:

One (1) Team, consisting of ten (10) individuals

Ages: 14-17

Exhibit B

2022 ANNUAL FINANCIAL REPORT

Please submit a financial statement that has been approved by the agency's Board or complete the following information.

| Expenditures: Category | Amount Budgeted | Expenditures | Percentage of Budgeted Expenditures |
|-----------------------------------|----------------------------|---------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| Total Expenses | | | |