

**TOWN OF SUPERIOR  
RESOLUTION NO. R-22  
SERIES 2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
BOULDER COUNTY FOR THE BOULDER COUNTY 2023 YOUTH CORPS  
PROGRAM SERVICES**

**WHEREAS,** the Boulder County Youth Corps Program provides opportunities for Boulder County teens to develop a sense of community involvement by working on maintenance projects and providing tangible products to local governments; and

**WHEREAS,** the total cost for the Program in 2023 is \$34,500, this cost has been included as part of the Town's 2023 Budget.

**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 for the Boulder County 2023 Youth Corps Program Services in substantially the same form as 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 April, 2023.**



Neal Shah, Mayor Pro-Tem

**ATTEST:**



Lydia Yecke, Town Clerk



NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Revenue Contract
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Parks and Open Space
Division/Program	Boulder County Youth Corps
Mailing Address	5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Renee Bookless <a href="mailto:rbookless@bouldercounty.org">rbookless@bouldercounty.org</a>
Program Contact – Name, email & telephone	Luiz Blanco-Bertolo <a href="mailto:lblanco-bertolo@bouldercounty.org">lblanco-bertolo@bouldercounty.org</a> 303-678-6104
Accounts Receivable Contact – Name, email	Luiz Blanco-Bertolo <a href="mailto:lblanco-bertolo@bouldercounty.org">lblanco-bertolo@bouldercounty.org</a>
<b>Other Party Contact Information</b>	
Name	Town of Superior
Mailing Address	Town of Superior Parks, Recreation and Open Space Department Attention: Tom Keras 124 E. Coal Creek Drive Superior, CO 80027
Contact 1 – Name and email	Tom Keras <a href="mailto:tomk@superiorcolorado.gov">tomk@superiorcolorado.gov</a>
Contact 2 – Name, email	N/A
<b>Term</b>	
Start Date	6/13/2023
Expiration Date	12/31/2023
<b>Brief Description of Work/Services Provided</b>	
IGA ANNUAL SUMMER YOUTH CORP MUNICIPALITY SERVICES PROGRAM	
<b>Revenue Contract/Lease Details</b>	
Amount	\$34,500.00
Fixed Price or Not-to-Exceed?	Fixed Price
<b>Grant Details</b>	
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
<b>Grant Funding</b>	
Amount: Federal Funds	N/A
Amount: State Funds	N/A

Amount: Other (specify)	N/A
Amount: Match (dollars)	N/A
Amount: Match (in-kind)	N/A
<b>Total Project Budget</b>	N/A
Account String	N/A
<b>Federally Funded Grants</b>	
Federal Program Name	N/A
CFDA #	N/A
<b>Subrecipients</b>	
Name(s)	N/A
Services to be Provided	N/A
Subaward Amount	N/A
<b>Subcontractors</b>	
Name(s)	N/A
Services to be Provided	N/A
Subcontract Amount	N/A
<b>File Net Contract Details</b> - 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	June 13, 2023
End Date	December 31, 2023
Amount	\$34,500.00
<b>Notes</b> Additional information not included above	
REVENUE CONTRACT ACCOUNT CODE: 101.27700.53500.1030.000000.PO11.0000	

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

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

*Use email: CAParalegalsDTC@bouldercounty.org*

     *ca* **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  
2023 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 were under emergency public health orders that restricted the types of group activities and businesses that could operate and the methods by which those activities and businesses could 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**, although the COVID-19 public health orders have come, or will soon come, to an end, the Parties wish to retain the flexibility to operate Youth Corps programs in accordance

with whatever public health orders may be in place at any time during a Youth Corps season in the event that another public health emergency were to occur.

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. During the Youth Corps season, the County will keep abreast of any state and local public health orders affecting the Youth Corps program and will assure that all operations of the Youth Corps are conducted in accordance with any 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. The Town will pay the County the full amount set forth in the Agreement by the deadline of June 1, 2023. 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 June 13, 2023 and continue through December 31, 2023.

The dates for the 2023 Youth Corps season are designated as June 13, 2023 continuing through August 2, 2023.

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 City agrees to pay the County the sum of \$34,500.00 (THIRTY-FOUR THOUSAND FIVE HUNDRED Dollars and 00/100ths; Revenue) on or before June 1, 2023. 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, 2024**. 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](mailto:rbookless@bouldercounty.org)

For the Town: Town of Superior  
Parks, Recreation and  
Open Space Department  
Attention: Tom Keras  
124 E. Coal Creek Drive  
Superior, CO 80027  
[tomk@superiorcolorado.gov](mailto:tomk@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 Contract as of the latter day and year indicated below.

COUNTY OF BOULDER  
STATE OF COLORADO

*Therese Glowacki*

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Director, Parks and Open  
Space Department

Executed by **BOULDER COUNTY** on May 15, 2023.

TOWN OF SUPERIOR

ATTEST: *Lydia Yecke*

*Lydia Yecke*  
\_\_\_\_\_  
Town Clerk (Print)

*[Signature]*

\_\_\_\_\_  
Neal Shah, Mayor Pro-Tem



Executed by **TOWN OF SUPERIOR** on April 10, 2023  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**1. LOCATION OF WORK PROJECTS:**

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

**2. DATE OF WORK PROJECTS:**

June 13, 2023 through August 2, 2023.

**3. TYPE OF WORK TO PERFORM:**

- a. Pollinator garden installation
- b. Disc golf basket installation
- c. Ladder fuel limbing for fire mitigation
- d. Floating island plant installation
- e. Paint wood benches and trash cans
- f. Mechanical removal of noxious weeds
- g. Russian olives removal
- h. Scrape and paint pedestrian bridges
- i. Fence removal and installation
- j. Trash removal
- k. EWF turnover
- l. Overseeding efforts
- m. Brush removal for fire mitigation
- n. Improve bike park and skate park erosion issues
- o. Social Trail closures and restoration
- p. Willow and cottonwood harvest and installation
- q. Add crusher fine to various soft trails
- r. Replace and/or level water bars on soft trails
- s. Trail construction

**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 2023:**

Number of Youth served:

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

Ages: 14-17

**MAINTENANCE TEAM:**

A total of eight (8) weeks, consisting of project-based employment and supervision with an emphasis on service to the Town, a teamwork experience, environmental education and enhancement of job skills and civic responsibility.

Describe how effective this activity was in achieving goal/objective and how effectiveness was measured:

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**EXHIBIT B**  
**2023 ANNUAL FINANCIAL REPORT**

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

<b>Expenditures Category</b>	<b>Amount Budgeted</b>	<b>Expenditures</b>	<b>Percentage of Budgeted Expenditures</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
<b>Total Expenses</b>			