

TOWN OF SUPERIOR
RESOLUTION NO. R-61
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
BOULDER COUNTY FOR THE CO-RESPONDER PROGRAM

WHEREAS, the Boulder County Co-Responder Program is a Program that operates in the County and Superior. This is a Program designed to work with law enforcement to respond to situations that are for mental health, substance use, death of a loved one, or some type of crisis that is better suited for the Co-Responder team rather than law enforcement;

WHEREAS, Boulder County will provide a dedicated Co-responder to the Town; and

WHEREAS, the total cost for the Program in 2024 is \$101,843 this cost has been included as part of the Town's 2024 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 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 23rd day of October, 2023.



Mark Lacis, Mayor

ATTEST:



Lydia Yecke, Town Clerk



INTERGOVERNMENTAL AGREEMENT Co-responder Services

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Community Services
Mailing Address	PO Box 471 Boulder CO 80306
IGA Contact – Name, email	Jim Adams-Berger jadams-berger@bouldercounty.org
Municipality Contact Information	
Municipality	Town of Superior
Department	Police Department
Mailing Address	405 Center Dr. Superior, CO 80027
IGA Contact – Name, email	Matt Magley, mattm@superiorcolorado.gov
Invoice Contact – Name, email	
Term	
Start Date	Jan 1, 2024
Expiration Date	December 31, 2027
IGA Amount	
IGA Amount	\$101,843
Brief Description of Services	
Statement of Work supports one (1) full time FTE (40 hours per week) with working hours of 10:00 AM to 8:00 PM Monday through Thursday.	
IGA Documents	
Exhibit A - Scope of Services	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the Town of Erie, a State of Colorado municipality ("Municipality"), and the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department ("County"). The Municipality and County are each a "Party," and together the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The Details Summary and Exhibit A are incorporated into this IGA by reference.
2. Services to be Performed: The County will provide the services described in Exhibit A (the "Services"). County will perform the Services (a) at its own cost and expense, (b) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (c) in strict accordance with the IGA.
3. Term of IGA: The Term begins on the Start Date and expires on the Expiration Date, unless terminated earlier pursuant to.
4. Payment for Services: In consideration of the Services performed by County, and subject to conditions contained in this IGA, the Municipality will pay an amount not to exceed the IGA Amount to County in accordance with the Exhibit A.
5. 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 each other and as to any person not a party to the IGA, the limitations on liability, immunities, rights and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
6. Nondiscrimination: County will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. The Parties prohibit unlawful discrimination on the basis of race, color, religion, creed, gender, gender identity, national origin, ancestry, age, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. County must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Independent Contractor: County is an independent contractor for all purposes in performing the Services. None of County's employees, agents, personnel or subcontractors are employees of the Municipality for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, the Municipality will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of County or County's employees. As an independent contractor, County is responsible for employing and directing such personnel and agents as it requires to perform the Services. County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
8. Termination
 - a. Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either Party, or the appointment of a receiver or similar officer for either Party or any of its property,

which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

b. Non-Appropriation: The other provisions of this IGA notwithstanding, the Municipality is prohibited by law from making commitments beyond the current fiscal year. Payment to County beyond the current fiscal year is contingent on the appropriation by the Municipality and continuing availability of funding in any subsequent year. The Municipality has reason to believe that sufficient funds will be available for the full Term. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, the Municipality may terminate this IGA without penalty by providing seven (7) days' written notice to County.

c. Convenience: In addition to any other right to terminate under this Section, either Party may terminate this IGA, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to the other Party.

9. Binding Arbitration Prohibited: The Parties do not agree to binding arbitration by any extra-judicial body or person.

10. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's Contact at the address specified in the Details Summary. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

11. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Services. This IGA may be amended only by a written agreement signed by both Parties.

12. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by County without the prior written consent of the Municipality. If County subcontracts any of its obligations under this IGA, County will remain liable to the Municipality for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

13. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

14. No Waiver: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

15. Severability: If any provision of this IGA becomes inoperable, or is rendered void, invalid or unenforceable for any reason by a court of competent jurisdiction, but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.

16. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. Notwithstanding, where the beneficiary Department is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

17. Colorado Open Records Act: Either Party may disclose any records related to this IGA that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

18. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the Exhibit A, the terms of the main body of the IGA will control.

19. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of the limitations on liability, immunities, rights and protections available to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

20. Legal Compliance: County assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Services. County is solely responsible for ensuring that its performance under this IGA and the Services itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

21. Tax Exemption: Both Parties are exempt from payment of Federal, State, and local government taxes.

22. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing Department and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.

23. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

24. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

25. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

26. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"), 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]

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

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Town of Superior
Signature: <i>Yvette Bowden</i>	Signature: <i>[Handwritten Signature]</i>
Name: Yvette Bowden	Name: <i>MARK LACIS</i>
Title: Assistant County Administrator	Title: <i>MAYOR</i>
Date: October 11, 2023	Date: <i>10/23/23</i>
↓↓ For Board-signed documents only ↓↓	
Attest Signature: <i>[Handwritten Signature]</i>	Initial: <i>LY</i>
Attestor Name: <i>LYDIA YECHE</i>	
Attestor Title: <i>Town Clerk</i>	

