

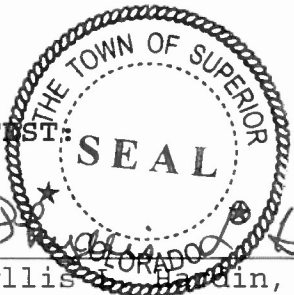
TOWN OF SUPERIOR  
RESOLUTION NO. R-10  
SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR 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 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 13<sup>th</sup> day of February, 2017.

ATTEST:  *Phyllis Hardin*  
Phyllis Hardin, Town Clerk-Treasurer

*Clint Folsom*  
Clint Folsom, Mayor

**BOULDER COUNTY  
INTERGOVERNMENTAL AGREEMENT  
2017 TOWN OF SUPERIOR  
YOUTH CORPS PROGRAM SERVICES**

This Agreement for the Youth Corps Program Services (hereinafter referred to as "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, office telephone number 303-499-3675 and fax number 303-499-3677, hereinafter referred to as the "Town"; 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.

**NOW, THEREFORE**, in order to jointly provide support for the County's Youth Corps program for the benefit of the Town and its inhabitants, the parties hereto agree as follows:

1. **Term:** The Agreement shall begin on January 1, 2017 and continue through December 31, 2017.

2. **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.

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

- 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.

4. Payment: The Town agrees to pay the County the sum of \$27,500.00 (TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100THS; 001.2795000.53520) on or before June 1, 2017. The County will submit, in writing, an invoice for services.

5. Reporting Requirements: The County further agrees to submit a year-end report to the Town's Parks and Recreation and Open Space Superintendent. 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, 2018. Besides any other remedies, the Town may decline to consider further Agreements if the County does not submit its annual report on time.

6. 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".

7. 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 hereto 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.

8. Personnel: 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.

9. 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 its liabilities under the Act. Upon request, by either party, the other party shall show proof of such insurance.

10. 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 which are provided to the Town and the County under the Colorado Governmental Immunity Act, Section 24-10-101, et seq.

11. 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 are 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 paragraph 18.

12. 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.

13. 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.

14. Compliance with Ordinances and Regulations: The County shall perform all obligations under this Agreement in strict compliance with all federal, state, county 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.

15. 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.

16. 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.

17. 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.

18. Notices: For purposes of the notices required to be provided under paragraphs 4, 5, and 11, 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: Melissa Weber**  
                          **5201 St. Vrain Road**  
                          **Longmont, CO 80503**  
                          **mweber@bouldercounty.org**

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

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

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

21. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

22. 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, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Board of County Commissioners, acting for and on behalf of the County of Boulder, have executed this Agreement and have caused the same to be attested by the Clerk of the Board of County Commissioners, County of Boulder, State of Colorado, and the Town of Superior has executed this Agreement, all on the day and year set forth below.

Executed by BOULDER COUNTY on 03/07/2017

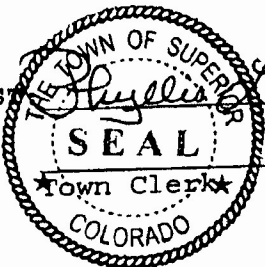
COUNTY OF BOULDER  
STATE OF COLORADO

DocuSigned by:  
Cecilia Lacey  
A9048B4288ED46B  
ATTEST:

DocuSigned by:  
Deb Gardner  
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Deb Gardner  
Chair,  
Board of County Commissioners

Cecilia Lacey  
Administrative Assistant  
Clerk to the Board of  
Commissioners  
(SEAL)

TOWN OF SUPERIOR

ATTEST: Shyllis Gardner  


Clint Folsom  
Clint Folsom, Mayor

APPROVED AS TO FORM:

Kendra Johnson  
Town Attorney's Office

Executed by TOWN OF SUPERIOR on February 13, 2017  
Date





**Exhibit "B"**  
2017 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.			
<b>Total Expenses</b>			