

1 RESOLUTION R-2023- 33

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3 A RESOLUTION OF THE LONGMONT CITY COUNCIL APPROVING THE  
4 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND  
5 BOULDER COUNTY FOR FUNDING TOWARDS THE CITY'S LEAD PROGRAM TO  
6 EXPAND AND ADD A HARM REDUCTION OUTREACH SPECIALIST  
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8 THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, RESOLVES:

9 Section 1

10 Under Section 13.7 of the Longmont Home Rule Charter and section 4.12.095(a) of the  
11 Longmont Municipal Code, the Council approves and authorizes the Mayor to sign the  
12 intergovernmental agreement referenced in the title of this resolution in substantially the form now  
13 before the Council.

14 Section 2

15 The Council repeals all resolutions or parts of resolutions in conflict with this resolution,  
16 but only to the extent of such inconsistency.

17 Passed and adopted this 25th day of April , 2023 .

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23 \_\_\_\_\_  
MAYOR

1 ATTEST:

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5 CITY CLERK

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8 APPROVED AS TO FORM

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10 Elizabeth Lorina-Mills (Apr 21, 2023 17:03 EDT)

Apr 21, 2023

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12 SENIOR ASSISTANT CITY ATTORNEY

DATE

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Apr 21, 2023

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15  
16 PROOFREAD

DATE

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19 APPROVED AS TO FORM AND SUBSTANCE:

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21 Charles Z Ardis (Apr 26, 2023 15:53 MDT)

Apr 26, 2023

22  
23 ORIGINATING DEPARTMENT

DATE

24  
25 CA File: 23-002246

## INTERGOVERNMENTAL FUNDING AGREEMENT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Strategic Initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80304
IGA Contact – Name, email	Kelly Veit, kveit@bouldercounty.org
Invoice Contact – Name, email	
<b>Recipient Contact Information</b>	
Recipient Name	City of Longmont, Law Enforcement Assisted Diversion (LEAD) Program
Recipient Mailing Address	500 Kimbark St., Longmont, CO. 80501
Contact 1- Name, title, email	Emily Van Doren, <a href="mailto:emily.vandoren@longmontcolorado.gov">emily.vandoren@longmontcolorado.gov</a>
Contact 2- Name, title, email	
<b>IGA Term</b>	
Start Date	1/1/2023
Expiration Date	12/31/2023
<b>Amount</b>	
Funding Amount	\$75,000
COVID-19	NO
Project #	
<b>Brief Description of Work</b>	
City of Longmont, LEAD Program will add a position of Harm Reduction Outreach Specialist, to expand the capabilities of the City of Longmont's Law Enforcement Assisted Diversion (LEAD) program. The LEAD expansion will occur throughout the 2023 calendar year.	
<b>IGA Documents</b>	
Exhibit A – Use of Funds	
<b>IGA Notes</b>	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL FUNDING AGREEMENT ("IGA") is entered into by and between 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") and City of Longmont ("Recipient"). County and Recipient are each a "Party," and collectively 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** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this IGA.
2. **Term of IGA:** The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. The **Funding Amount** must be used during the **IGA Term**.
3. **Payment of Funding:** County will pay an amount not to exceed the **Funding Amount** to Recipient in accordance with the **IGA Documents**.
4. **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.
5. **Information and Reports:** Recipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Recipient will permit access to such representatives to Recipient's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Recipient, Recipient must so certify to the County and explain what efforts it has made to obtain the information.
6. **Independent Contractor:** Recipient is an independent contractor for all purposes in performing the Work. None of Recipient, its agents, personnel or subcontractors are employees of the County 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, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Recipient or Recipient's employees. As an independent contractor, Recipient is responsible for employing and directing such personnel and agents as it requires to perform the Work. Recipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
7. **Termination**

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, 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 Recipient, or the appointment of a receiver or similar officer for Recipient 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 Contract or at law, including immediate termination of this Contract.

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

8. Remedies for Non-Performance: If Recipient fails to perform any of its obligations under this Agreement, County may, at its sole discretion, and in addition to any remedies available at law or in equity, require Recipient to repay all or any part of the Funding Amount to County.

9. Binding Arbitration Prohibited: Neither party agrees 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. Statutory Requirements: This IGA is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Recipient upon notice of final settlement (required for public works IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

12. 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 Work. This IGA may be amended only by a written agreement signed by both Parties.

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

14. 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 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

15. Breach: 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.

16. Severability: If any provision of this IGA becomes inoperable for any reason 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.

17. 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.

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

19. 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 **IGA Documents**, the terms of the main body of the IGA will control.

20. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

21. Legal Compliance: Recipient assumes full responsibility for obtaining and maintaining any permits and licenses required to carry out its obligations hereunder. Recipient is solely responsible for ensuring that its performance under this IGA will comply with all Federal, State, and local laws, regulations, ordinances and codes.

22. 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.

23. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO RECIPIENT.

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

25. 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]**

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 Recipient
Signature:		Signature: <i>Joan Peck</i>
Name:		Name: Joan Peck
Title:		Title: Mayor
Date:		Date: 04/23/2023
↓↓For Board-signed documents only↓↓		
Attest Signature:	Initial	
Attestor Name:		
Attestor Title:		



CITY OF LONGMONT:

*Joan Beck*

MAYOR

ATTEST:

*David Allen* 

CITY CLERK

04/27/2023

DATE

APPROVED AS TO FORM:

*Elizabeth Lorina-Mills*

[Elizabeth Lorina-Mills \(Apr 21, 2023 17:02 EDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

04/21/2023

DATE

*Cristi Campbell*

PROOFREAD

04/21/2023

DATE

APPROVED AS TO INSURANCE PROVISIONS:

*Doug Spight*

RISK MANAGER

04/21/2023

DATE

APPROVED AS TO FORM AND SUBSTANCE:

*Charles Z Ardis*

[Charles Z Ardis \(Apr 23, 2023 19:00 MDT\)](#)

ORIGINATING DEPARTMENT

04/23/2023

DATE

CA File: 23-002246

## **EXHIBIT A USE OF FUNDS**

### **SERVICES**

City of Longmont, LEAD Program will add a position of Harm Reduction Outreach Specialist, to expand the capabilities of the City of Longmont's Law Enforcement Assisted Diversion (LEAD) program. The LEAD expansion will occur throughout the 2023 calendar year. Hiring for the Harm Reduction Outreach Specialist will occur before the end of the third quarter.

The Harm Reduction Outreach Specialist will:

- Connect community members to community-based resources.
- Assist current staff of the LEAD Program with facilitating referrals to community-based programming or services where appropriate.
- Provide basic supplies to unhoused community members.
- Assist program clients in skill building aligned with informed decision making and related to increasing tolerance to access care, as well as facilitate community building and belonging.
- Share information about access points to care, assist in removing community members from stressful environments, and building non-emergency response to other city departments.

LEAD programming is built to address behavioral health needs in the community. Interventions ranges from in-the-moment, crisis/first response to behavioral health 911 calls for services, all the way to the longer-term work of intensive community-based case management connecting people to appropriate levels of care. This work is based within the Longmont Public Safety Case Management office, and the new Outreach Specialist will spend 75-80% of their working hours out in the community.

### **POPULATION SERVED**

City of Longmont, LEAD Program will serve approximately 200 unique individuals. The Recipient will serve neighborhoods just East and West along Main Street corridor in Longmont, as well as Northeast Longmont at several parks that historically host unhoused community members.

### **RECORD KEEPING & REPORTING**

City of Longmont, LEAD Program will keep sufficient records to demonstrate its compliance with this Contract and provide to Boulder County demographic data and periodic reports about the outcomes and effectiveness of its services as requested by Boulder County from time to time in its reasonable discretion. City of Longmont, LEAD

Program will also comply with any additional requirements imposed by the State of Colorado as a condition to receipt and use of the funds, provided that Boulder County notify City of Longmont, LEAD Program of any such requirements.

City of Longmont, LEAD Program will:

- Be required to report program outcomes and impact.
- Require participants to self-identify or have been identified by someone in the community (including law enforcement) to benefit from the services offered within our adult diversion programs (including but not limited to LEAD).

The LEAD Program requires participants to self-identify or have been identified by someone in the community (including law enforcement) to benefit from the services offered within our adult diversion programs (including but not limited to LEAD).

Community members served by this project are:

- Unhoused community members.
- Individuals with substance use or other behavioral health disorders.
- Individuals who are not independently navigating systems built to meet their needs. This project will enhance our ability to respond to dynamic needs of community members.

City of Longmont, LEAD Program will measure outcomes such as:

- Number of successful contacts with community members.
- Number of unique individuals served, and trends in outgoing referrals leading to partnership across our continuum of service.
- Additional measures of performance or success will be determined throughout development, in response to community and partner feedback.

## **ALLOCATION OF FUNDS**

<b>Expenditure Categories</b>					
<b>Personnel Services Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	<b>Total Amount Requested</b>

Harm Reduction Outreach Specialist	Direct service to community through interventionist response enhancing the continuum of public safety response in Longmont	\$28.60	\$9.72	1040	\$39,852.80
Overtime	Any OT associated with the position	\$42.90		280	\$12,012.00
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$51,864.80</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested	
Vehicle Lease	Supporting one vehicle for outreach specialist	\$550.00	12	\$6,600.00	
Vehicle Maintenance	Monthly vehicle Fleet costs including gas, maint. and repairs	\$152.80	12	\$1,833.60	
Supplies & Expenses	Minor equipment costs, uniforms and misc supplies	\$5,000.00	1	\$5,000.00	
Participant Costs	Misc costs for survival supplies, food and other costs associated with meaningful interventions in the community	\$7,000.00	1	\$7,000.00	
Training	Training and onboarding costs	\$2,701.60	1	\$2,701.60	
<b>Total Supplies &amp; Operating</b>					<b>\$23,135.20</b>
<b>TOTAL</b>					<b>\$75,000.00</b>

### **PAYMENT SCHEDULE**

**Promptly following Effective Date: \$37,500**

**August 1, 2023: \$18,750**

**November 1, 2023: \$18,750**

### **Reconciliation deadlines:**

July 15, 2023

October 12, 2023

January 15, 2024

Payment of funds is conditioned upon City of Longmont's ability to demonstrate its continued compliance with this Contract. Accordingly, City of Longmont must provide to Boulder County a budget reconciliation report in the form required by Boulder County and documentation for all expenditures (such as receipts, timecards, invoices) of prior funds released to City of Longmont in accordance with the reconciliation schedule provided by Boulder County. We will send out a report template for reconciliations prior to the deadline for the first (mid-year) report.