

INTERGOVERNMENTAL AGREEMENT AMENDMENT

| AMENDMENT SUMMARY | |
|---|---|
| IGA Details | |
| Oracle Contract Number | 500069 |
| IGA Effective Date | December 1, 2020 |
| Amendment Details | |
| Amendment Number-Version | 500069-2 |
| Amendment Effective Date | January 01, 2021 |
| Additional Time Period | January 01, 2021 – December 31, 2021 |
| Final End Date | December 31, 2024 |
| Additional Amount | \$25,000 |
| Fixed Price or Not-to-Exceed? | Not-to-Exceed |
| Parties | |
| Boulder County | |
| Department | Boulder County Department of Housing and Human Services (BCDHHS) |
| IGA Contact | Daphne McCabe, Contracts and Evaluation Manager dmccabe@bouldercounty.org HHScontracts@bouldercounty.org |
| Contractor | |
| Contractor | City of Longmont 350 Kimbark St, Longmont CO 80501 |
| Contact | Carmen Palacios-Ramirez Community and Neighborhood Resources Manager |
| Contact Email | Carmen.palacios-ramirez@longmontcolorado.gov |
| Brief Description of Work | |
| Contractor shall provide Mediation Services to clients who reside outside of Longmont's city limits and coordinate training for mediators and community partners to better assist across Boulder County in housing retention cases. | |
| Additional IGA Documents | |
| a. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") | |
| b. Fee Schedule, attached as Exhibit B (the "Fee Schedule") | |
| COUNTY INTERNAL USE ONLY | |
| Purchasing Details | |
| Bid Process Used | IGA or IDA |
| COVID-19 Related? | No |
| Additional Notes | |
| PO | New PO |
| Chart of Accounts String | HSSN |

This AMENDMENT ("Amendment") to the above-referenced Intergovernmental 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 Department of Housing and Human Services ("County" or "BCDHHS") and City of Longmont ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** is incorporated into this Amendment. The **Additional IGA Documents**, if any are listed, are incorporated into this IGA by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by both Parties. Upon mutual execution, the Parties agree that this Amendment shall be effective commencing on the **Amendment Effective Date** set forth above.

3. LIMITS OF EFFECT

This Amendment is incorporated by reference into the IGA. The IGA, and all prior amendments thereto, if any, shall remain in full force and effect except as specifically modified herein.

4. MODIFICATIONS

The IGA and all prior amendments thereto, if any, are modified as follows:

- a. Term. The term of the IGA shall be extended through the **Additional Time Period** set forth above.
- b. IGA Documents. The IGA Documents are updated to include the **Additional IGA Documents** set forth above. The rates and terms contained in the **Additional IGA Documents** shall become effective on the **Amendment Effective Date**.
- c. Amount. The price of the IGA is amended to include additional funds not-to-exceed the **Additional Amount** for Work performed during the **Additional Time Period**.

[SIGNATURE PAGE TO FOLLOW]

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

| | |
|---|--------|
| SIGNED for and on behalf of Contractor | |
| Signature: | Date: |
| Name: | Title: |
| SIGNED for and on behalf of Boulder County | |
| Signature: | Date: |
| Name: | Title: |

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 20-000953

Exhibit A

Scope of Work

The cities of Boulder and Longmont have each offered community mediation services for decades, helping residents navigate through conflict and avoid the potential expense, time, emotional toll, and community resource drain which often result from unnecessary dispute escalation. In both cities, mediation has become firmly embedded into the essential services offered to residents and word-of-mouth has created strong community support. Further, many housing providers, in particular, rely on mediation services to help resolve landlord/tenant and neighbor/neighbor problems within their housing units. In assessing an expansion of landlord/tenant mediation services within the county, Boulder County has requested that the Cities provide these services to Boulder County residents who reside outside of Boulder and Longmont city limits.

The services covered by this Contract shall serve Boulder County residents who reside outside of City limits.

CALLS/CASES:

Most mediation cases begin with a call for guidance or assistance regarding a conflict, which is usually resolved in the single call that averages 45 minutes.

This Contract will serve to approximately 450 calls/year/program, based on recent trends with COVID-related volumes.

All cases that cannot be resolved in the initial call shall be offered Mediation.

MEDIATIONS:

Formal mediation shall be offered to all calls that are not resolved in the initial meetings. Each mediator will spend on average approximately 5 hours per mediation. This includes prep, intake, mediation, and follow up. This Contract supports a co-mediator model, meaning two mediators are assigned to each mediation case, which results in an average total of 10 hours of mediator time per case. Based on current demand, we expect County cases to account for 51 cases/year per program, or approximately 510 hours per program.

TRAINING:

To achieve the best outcomes, Mediators will be provided with ongoing, robust scheduled training in the following areas to be able to best help landlords and tenants navigate complicated housing matters:

- Laws, especially landlord/tenant laws
- Leases
- Landlord/tenant dynamics
- Negotiation skills
- Working effectively with money issues
- Writing cogent, competent, enforceable stipulations

- Bridging cultural differences
- Negotiating between cultures
- Working with family dynamics, especially in an eviction context
- Specialized situations in eviction, i.e., criminal activities and actions, protection orders, working with city and county agencies

This Contract will contribute to a 40-hour mediation training currently being planned between Longmont Mediation Service, Office of Dispute Resolution (ODR), and other partners to increase the availability of and diversity of mediators in the volunteer corps.

OUTREACH:

Outreach efforts will include scheduling meetings/presentations with partners in other agencies. This contract supports an expansion of the type of outreach that Longmont Mediation Services has done for many years – including but not limited to presentations on landlord/tenant law and housing issues, including mediation, for Mental Health Partners, the OUR Center, other City of Longmont services, landlords, etc.

ADMINISTRATIVE SUPPORT:

To support the increase in case load, this Contract shall also cover costs associate with the following administrative tasks:

- Intake and triage
- Scheduling and setting-up mediations
- Scheduling and setting up mediation trainings
- Follow up and closing cases
- Post-mediation surveys
- Creation of monthly reports

MEDIATION OUTCOMES AND REPORTING REQUIREMENTS

The Contractor shall submit a quarterly report to HHSimpactreporting@bouldercounty.org documenting the following:

Table 1: Number of County Inquiries by Location

| Location | Q1 | Q2 | Q3 | Q4 |
|--|-----------|-----------|-----------|-----------|
| Boulder | | | | |
| Lafayette | | | | |
| Louisville | | | | |
| Longmont | | | | |
| Superior | | | | |
| Lyons | | | | |
| Nederland | | | | |
| Other Towns, Cities, Areas Within Boulder County | | | | |

Table 2: Summary of Services Impact for County clients

| Metric | Q1 | Q2 | Q3 | Q4 |
|---|-----------|-----------|-----------|-----------|
| # of County clients receiving consultation | | | | |
| # of County clients receiving mediation | | | | |
| # of County clients reaching self-negotiated resolution | | | | |
| # and % of clients satisfied or very satisfied | | | | |
| # and % of landlord/tenant cases reaching agreement | | | | |
| # and % of eviction mediations at eviction court that reach agreement | | | | |

**Exhibit B
Fee Schedule**

1. BUDGET

- A.** The total dollar amount for this Intergovernmental Agreement (IGA) shall not exceed \$25,000. The approved budget is included as Exhibit B-1, Budget Form.
- B.** Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of Boulder County Department of Housing and Human Services (BCDHHS). Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

2. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly Invoicing

- i. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20th) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
- ii. Monthly invoiced expenses shall be for actual expenditures incurred by the Contractor.
- iii. Monthly invoiced expenses may not be reimbursable by any other funding source.
- iv. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- v. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- vi. All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCDHHS via email to:
hhsaccountingoffice@bouldercounty.org and dmccabe@bouldercounty.org

B. Supporting Documentation

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from the Contractor's accounting system to include payee, description, date, and amount.
 - a. For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
- ii. Supporting documentation submitted with monthly invoices must meet or

exceed the amount being invoiced.

- iii. Contractor shall keep on site for BCDHHS review, for the Contract term plus three years, the following supporting documentation for each invoice:
 - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
 - 1) The ledger detail should include payee, description, date and amount.
 - 2) For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
 - 3) The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
 - 4) Travel expenditures should include travel expense reports.
 - 5) Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
 - 1) Staff working less than 100% on Contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.
- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse the Contractor within 30 days of receipt and approval of a fully-supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Participant Information and Records: Contractor shall maintain best practices for safeguarding confidential information,

including signed certification from Contractor's directors, officers and employees.

- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term, BCDHHS will request to review Contractor's procurement policy.

3. SCHEDULE OF ATTACHMENTS

The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- A. Exhibit B-1, Budget Form

**Exhibit B-1
Budget Form**

| 2021 – City of Longmont Mediation Expansion to County Residents | |
|--|---------------------|
| TRAINING for housing retention mediations. <ul style="list-style-type: none">• Training would be offered to mediators and community partners across Boulder County working on housing retention issues.• Topics: Eviction-FED, How to write a FED stipulation, Mediation via Zoom, Advance Mediation, Conflict Coaching, Use of Self in Mediation | \$25,000.00 |
| Total | \$ 25,000.00 |