

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the City of Longmont, a Colorado municipal corporation ("City" ) and the 20<sup>th</sup> Judicial District Probation Department ("Probation"). City and Probation 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. Work to be Performed: City, through its Emergency Communications Division, will provide dispatch services for Probation while providing radios and programming at no cost to Probation. City will also coordinate training in radio function, protocol and etiquette at no cost to Probation. Probation will provide radio batteries, abide by all policies and facilitate trainings.

2. Term of IGA: The **IGA Term** is for one year, from July 1, 2021 through June 30, 2022. Subject to termination as provided in section 5, this IGA will be renewed automatically up to four times, provided that both parties have adequate funding.

3. 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.

4. Nondiscrimination: Probation 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 City prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Probation must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

5. 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. 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 Parties are prohibited by law from making commitments beyond the current fiscal year. Performing the work beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. The Parties have reason to believe that sufficient funds will be available for the full **IGA Term**. Where, however, funds are not allocated for any fiscal period

beyond the current fiscal year, either Party may terminate this Contract without penalty by providing seven (7) days' written notice to the other Party.

c. Convenience: In addition to any other right to terminate under this Section 5, either Party may terminate this IGA, in whole or in part, for any or no reason, upon thirty (30) days' advance written notice to Probation.

6. Probation Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Probation must (1) return any equipment to the City.

7. Binding Arbitration Prohibited: The City does not agree to binding arbitration by any extra-judicial body or person.

8. 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**.

For the City: Ken Nichols  
225 Kimbark St.  
Longmont, CO 80501  
kenneth.nichols@longmontcolorado.gov

For Probation: Angela Campbell  
1035 Kimbark St.  
Longmont, CO 80501  
angela.campbell@judicial.state.co.us

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Open Records: 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., or Colorado Supreme Court Rule, Chapter 38, Rule 2.

15. 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.

16. Legal Compliance: Probation assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Probation is solely responsible for ensuring that its performance under this IGA and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes, including City of Longmont's policies and procedures for its Emergency Communications Division. A copy of those policies will be provided to Probation.

17. 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 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.

18. Limitation of Liability: THE CITY OF LONGMONT SHALL NOT BE LIABLE TO PROBATION 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 CITY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE. ANY CONTRACTUAL LANGUAGE LIMITING PROBATION'S LIABILITY SHALL BE VOID.

19. 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.

20. 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.

<b>SIGNED for and on behalf of CITY OF LONGMONT</b>	<b>SIGNED for and on behalf of PROBATION</b>
Signature:	Signature:
Name:	Name: Anjali Nandi
Title:	Title: Chief Probation Officer
Date:	Date: 6/22/2021

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
DATE

CA File: 21-001219