

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily COVID-19 Agenda

April 3, 2020

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900-6833. MEETING ID: 522 308 0487

1. 10:30 A.M. CALL TO ORDER

2. INTERGOVERNMENTAL AGREEMENT WITH MOFFAT COUNTY

Consideration for approval and signing of an Intergovernmental Agreement with Moffat County for the Provision of Geographical Information Systems Services.

Presenter: Erick Knaus, County Attorney

Documents:

[IGA WITH MOFFAT COUNTY FOR GIS SERVICES.PDF](#)
[MOFFAT AND ROUTT COUNTY IGA FOR GIS SERVICES.FINAL.PDF](#)

3. COVID-19 WORK SESSION

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

COVID 2020 -2021 BUDGET FISCAL FIRST AID TOOL KIT

Presenter: Accounting Department

Documents:

[4.3.2020 COVID 2020-2021 BUDGET FISCAL FIRST AID TOOL KIT COMMUNICATION FORM.PDF](#)

4. 1:00 P.M. MEETING ADJOURNED

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900 6833.
MEETING ID: 522 308 0487

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: April 3, 2020	ITEM TIME: 10:30 a.m.
---------------------------------	------------------------------

FROM:	Erick Knaus
TODAY'S DATE:	April 1, 2020
AGENDA TITLE:	Consideration of an Intergovernmental Agreement with Moffat County for the Provision of Geographical Information Systems Services.

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:
Consideration for approval and signing of an Intergovernmental Agreement with Moffat County for the Provision of Geographical Information Systems Services.

II. RECOMMENDED ACTION:
Motion to approve and authorize the Chair to sign an Intergovernmental Agreement with Moffat County for the Provision of Geographical Information Systems Services.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE:
PROPOSED EXPENDITURE:
FUNDING SOURCE:

Routt County shall provide the Services at no cost to Moffat County as the Services benefit both parties to the extent that it allows them to broaden the scope of information and data tracking.

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
Routt County and Moffat County have established Public Health Agencies and share the services of a Public Health Director. Both counties have adopted and approved Disaster Declarations in response to the global Novel Coronavirus ("COVID-19") pandemic.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

Routt County has deployed Geographic Information System (“GIS”) COVID-19 Impact Monitoring Software (the “Application”) for use in monitoring and tracking, among other things, county-wide symptom reporting and COVID-19 public health data. The Public Health Director has requested that the Routt County Public Health Agency provide support and services to the Moffat County Public Health Agency for the installation and use of the Application during the COVID-19 pandemic management period.

VI. LEGAL ISSUES:

N/A

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VIII. SUMMARY AND OTHER OPTIONS:

N/A

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF GEOGRAPHIC INFORMATION SYSTEM SERVICES

This Intergovernmental Agreement for the Provision of Geographic Information System Services (the “Agreement”) effective as of April 2, 2020, is between Moffat County, Colorado (“Moffat County”), acting by and through its Board of County Commissioners and Routt County, Colorado (“Routt County”), acting by and through its Board of County Commissioners.

Recitals

A. Routt County established the Routt County Public Health Agency (the “Routt County PHA”) and Board of Health pursuant to Resolution Number 2009-018.

B. Moffat County established the Moffat County Public Health Agency (the “Moffat County PHA”) pursuant to Moffat County Resolution Number 2009-35.

C. Routt and Moffat County PHAs share the services of a Public Health Director (the “Director”) via an Intergovernmental Agreement dated June 11, 2019.

D. Both counties have adopted and approved Disaster Declarations in response to the global Novel Coronavirus (“COVID-19”) pandemic.

E. Routt County has deployed Geographic Information System (“GIS”) COVID-19 Impact Monitoring Software (the “Application”) for use in monitoring and tracking, among other things, county-wide symptom reporting and COVID-19 public health data.

F. The Director has requested that the Routt County PHA provide support and services to the Moffat County PHA for the installation and use of the Application during the pandemic management period (the “Term”).

G. Routt County has agreed to allow its GIS Department to provide such support (“the Services”) to the Moffat County PHA.

H. In accordance with C.R.S. § 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities.

I. Moffat County and Routt County intend to set forth in this Agreement the terms and conditions under which the Services will be provided to the Moffat County PHA.

Terms and Conditions

Section 1. During the term of this Agreement, and subject to the other terms and conditions of this Agreement, the Routt County GIS Department shall provide to Moffat County PHA the Services, and may provide additional services not described herein at the request of Moffat County PHA. At a minimum, the Routt County GIS Department will install the Application on Moffat County’s website and maintain the license to operate the Application. The Moffat County

PHA shall be solely responsible for entering data into the Application both at install and on a daily basis. At no time shall members of the Routt County GIS Department be considered employees of Moffat County.

Section 2. Unless earlier terminated under other provisions of this Agreement, the term (the “Term”) of this Agreement shall be for the duration of the pandemic management period which shall be further defined as the time period in which either county is engaged in responding to COVID-19 management such that the Director deems it necessary or prudent to maintain the Application by either county. At a minimum, the Term shall include the time period in which either county’s Disaster Declaration is in place. Either party to this Agreement may terminate this Agreement at any time and without cause upon seven (7) days written notice to the other party. If notice is so given, this Agreement shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

Section 3. Routt County PHA shall provide the Services at no cost to Moffat County PHA as the Services benefit both parties to the extent that it allows them to broaden the scope of information and data tracking.

Section 4. To the greatest extent permitted by applicable law, Moffat County shall indemnify, defend and hold harmless Routt County and its officials, employees and insurers from any claim, damage or liability arising out of the performance of this Agreement or the provisions of the Services except to the extent it is established in a court having jurisdiction of the matter that the claim, damage or liability was the result of the intentional wrongful act or failure to act of Routt County or any of its employees.

To the greatest extent permitted by applicable law, Routt County shall indemnify, defend and hold harmless Moffat County and its officials, employees and insurers from any claim, damage or liability arising out of the performance of this Agreement or the provisions of the Services except to the extent it is established in a court having jurisdiction of the matter that the claim, damage or liability was the result of the intentional wrongful act or failure to act of Moffat County or any of its employees.

Section 5. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Moffat County and Routt County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of Moffat County and Routt County that any entity or person, other than Moffat County or Routt County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

Section 6. Notice to Routt County as provided herein, shall be made by email to BCC@co.routt.co.us, and also in writing sent by U.S. mail, postage prepaid, to the following address:

Routt County Public Health Agency
522 Lincoln Ave., Suite 30

Steamboat Springs, Colorado 80487

Notice to Moffat County as provided herein, shall be made by email to bocc@moffatcounty.net , and also in writing and sent by U.S. mail, postage prepaid, to the following address:

Moffat County Attorney
221 West Victory Way, Suite 120
Craig, Colorado 81625

Section 7. This Agreement shall be governed by the internal laws of the State of Colorado without regard to its choice of law rules. Venue and jurisdiction for all actions filed with respect to this Agreement, including without limitation actions for breach of it or for interpretation of it, shall be in the Fourteenth Judicial District of the State of Colorado.

Section 8. This Agreement constitutes the entire agreement between the parties concerning the provision of the Services and may not be amended except by a written document executed by both parties hereto.

Section 9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

Section 10. Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
OF ROUTT COUNTY, COLORADO

By: _____
Timothy V. Corrigan, Chair

ATTEST

Kim Bonner
Routt County Clerk

BOARD OF COUNTY COMMISSIONERS
OF MOFFAT COUNTY, COLORADO

By: _____

Ray Beck, Chair

ATTEST:

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

I, Erin Miller, (Deputy) County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the Intergovernmental Agreement as adopted by the Board of County Commissioners on the date stated.

WITNESS, my hand and the seal of said County this 2nd day of April 2020.

Erin Miller, (Deputy) Clerk and
Ex-officio to the County Commissioners,
Moffat County, State of Colorado



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: 4.3.2020	ITEM TIME: 11:30 AM
---------------------	---------------------

FROM:	Dan Strnad, Accounting
TODAY'S DATE:	4.2.2020
AGENDA TITLE:	COVID 2020 -2021 Budget Fiscal First Aid Tool Kit
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input type="checkbox"/> ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input checked="" type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
	Discuss various budget tools to manage the COVID financial situation.
II. RECOMMENDED ACTION (<i>motion</i>):	
	None
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (<i>if applicable</i>):	NA
CURRENT BUDGETED AMOUNT:	NA
PROPOSED EXPENDITURE:	NA
FUNDING SOURCE:	NA
SUPPLEMENTAL BUDGET NEEDED:	YES <input type="checkbox"/> NO <input type="checkbox"/> NA
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
	None
V. BACKGROUND INFORMATION:	
	None
VI. LEGAL ISSUES:	
	None
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:	
	None
VIII. SUMMARY AND OTHER OPTIONS:	
	None
IX. LIST OF ATTACHMENTS:	
	To be provided