

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
PUBLIC HEALTH MANAGEMENT SERVICES

This Intergovernmental Agreement for the Provision of Public Health Management Services (the “Agreement”) effective as of June 11, 2019, 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. Previously, the Routt County PHA and the Moffat County PHA each had agreements with Visiting Nurses Association, now known as Northwest Colorado Health, a Colorado non-profit corporation, to provide public health services, including the services of a Public Health Director (the “Director”). The respective public health agencies now desire to have direct oversight of the Director position.

D. Routt County has employed a Director, as that position is defined by C.R.S. § 25-1-502.

E. Moffat County has requested that the Director hired by Routt County provide the same or similar services that he/she provides to Routt County to Moffat County in accordance with C.R.S. § 25-1-501 *et seq* (the “Services”), which are summarized in **Exhibit 1** attached hereto.

F. Routt County has agreed to allow its Director to provide the Services on behalf of Moffat County PHA with the understanding that Moffat County will pay a proportionate share of the Director’s salary and benefits as further set forth herein.

G. 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.

H. Moffat County and Routt County intend to set forth in this Agreement the terms and conditions under which the Director will provide the Services to 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 Director shall provide to Moffat County PHA the Services, and may provide additional services not described herein at the request of Moffat County PHA.

Section 2. Unless earlier terminated under other provisions of this Agreement, the term (the “Term”) of this Agreement shall be for one year beginning on June 11, 2019. Subject to available appropriations, the term of this Agreement shall automatically extend for additional one year terms until such time that the parties amend or terminate this Agreement. Either party to this Agreement may terminate this Agreement at any time and without cause upon sixty (60) 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. Moffat County and Routt County shall be proportionally responsible for payment of the Director’s total salary as shown on **Exhibit 2** attached hereto in addition to training (including travel related to training) expenses, certification requirements, and licensing costs incurred by the Director on behalf of both Routt County PHA and Moffat County PHA, to be paid pursuant to Routt County’s policies. Because the Director works on multiple activities or cost objectives and the Director’s salary is paid in part by grants, 2 CFR Part 200 requires the Director’s salary to be supported by personnel activity reports. Moffat County and Routt County agree to follow the requirements of 2 CFR Part 200 and the Director shall provide personnel activity reports or equivalent documentation to both parties. These reports or documentation must (1) reflect an after the fact distribution of the actual activity of the Director; (2) must account for the total activity of the Director; (3) must be prepared at least monthly and must coincide with one or more pay periods; and (4) they must be signed by the Director. Moffat County shall pay Routt County for Moffat County’s share of the Director’s salary based on the Director’s personnel activity reports or equivalent documentation showing activities on behalf of the Moffat County PHA pursuant to 2 CFR Part 200. Payment by Moffat County shall be made within 30 days of receipt of a written billing from Routt County. Additionally, Moffat County may reimburse the Director for travel mileage associated with the Services performed by Director for the sole benefit of Moffat County PHA. Said reimbursement shall be made directly from Moffat County to the Director pursuant to Moffat County’s policies. The payment terms described in this section and in **Exhibit 2** may be amended from time to time as the parties deem necessary. Moffat County officials or employees as designated by its Board of County Commissioners may participate in the Director compensation review and decision processes. The Director shall track time worked per program for both Routt County PHA and Moffat County PHA. The parties will conduct periodic reconciliations of the Director’s time spent working on programs for each respective party to determine the amounts due and owing based on actual work as described herein. Any disputes as to compensation payments set forth herein shall be resolved by each party’s respective financial departments. Unresolved disputes shall be submitted to each party’s respective governing body for resolution.

Section 4. The Director shall remain subject to the policies of Routt County and shall, at all times, be considered an employee of Routt County. The foregoing notwithstanding, Moffat County officials or employees as designated by its Board of County Commissioners may participate in the Director interview and selection processes as well as performance evaluations. The Director shall also serve as the Public Health Director for Moffat County and both the Director and Moffat County shall be permitted to comply with all relevant provisions of C.R.S. § 25-1-501 through C.R.S. § 25-1-512.

Section 5. 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 6. 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 7. Notice to Routt County as provided herein, shall be made in writing, and sent by U.S. mail, postage prepaid, to the following address:

Routt County Manager
Post Office Box 773598
Steamboat Springs, Colorado 80477

Notice to Moffat County as provided herein, shall be made 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 8. 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 9. This Agreement constitutes the entire agreement between the parties concerning the provision of the Services by the Director to Moffat County PHA and may not be amended except by a written document executed by both parties hereto.

Section 10. 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 11. 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: _____
M. Elizabeth Melton, Chair

ATTEST

Kim Bonner
Routt County Clerk

BOARD OF COUNTY COMMISSIONERS
OF MOFFAT COUNTY, COLORADO

By: _____
Don Cook, Chair

ATTEST

Tammy Raschke
Moffat County Clerk