

INTERGOVERNMENTAL AGREEMENT NORTHWEST COLORADO
REGIONAL COLLABORATIVE
SHARED REGIONAL ELIGIBILITY TECHNICIAN

This Intergovernmental Agreement ("IGA") is entered into by and between the **Board of County Commissioners of Garfield County, State of Colorado** sitting as the Board of Social Services; by and through the Rio Blanco County Department of Human Services; the **Board of County Commissioners of Pitkin County, State of Colorado**, by and through the Pitkin County Department of Health and Human Services; the **Board of County Commissioners of Eagle County, State of Colorado**, by and through the Eagle County Department of Human Services; the by and through the Moffatt County Department of Social Services; the **Board of County Commissioners of Routt County, State of Colorado**, by and through the Routt County Department of Human Services; the **Board of County Commissioners of Grand County, State of Colorado**, by and through the Grand County Department of Human Services; the **Board of County Commissioners of Jackson County, State of Colorado**, by and through the Jackson County Department of Social Services; and the **Board of County Commissioners of Lake County, State of Colorado**, by and through the Lake County Department of Human Services; collectively known as the Northwest Colorado Regional Collaborative (the "Parties") in order to set forth the terms and conditions , including administration and funding for continuation of the Northwest Colorado Regional Collaborative. This IGA is effective as of July 1, 2021, regardless of the dates on which it is signed.

RECITALS

WHEREAS, the Parties are bodies politic and corporate of the State of Colorado whose powers are exercised by the Board of County Commissioners ("BOCC"); C.R.S. §§ 30-5-125 and 30-11-103 (2011); and

WHEREAS, pursuant to the Colorado Human Services Code, at § 26-1-115, et seq., C.R.S., as amended, the Parties are authorized to implement and administer social services and activities through their respective Social/Human Services Departments; and

WHEREAS, the Northwest Colorado Regional Pilot Project has proven to be successful, maintaining quality service levels throughout the region by mitigating the effects of vacancies and emergency situations; and

WHEREAS, the Parties desire to continue funding of the Northwest Colorado Regional Collaborative for FY 21-22; and

WHEREAS, the Garfield County Department of Human Services will act as the fiscal agent for the Northwest Colorado Regional Collaborative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree as follows:

Northwest Regional IGA Ending December 31, 2021

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as if set forth in full.

2. **Purpose.** The purpose of this IGA is to continue the Northwest Colorado Regional Collaborative which began in 2014. The Collaborative is an effort to use existing resources to support a regional traveling eligibility technician, with demonstrated ability, to provide regional on-site over-the-shoulder support and assist with backlog in Economic Security programs. This position is in Garfield County, is an important member of the Economic Security Regional Training Center team, with security clearance for all Northwest Counties who are a Party to this Agreement. It is the intent of the Collaborative to maintain quality service levels for Counties in the region who are experiencing unforeseen vacancies or other emergent situations.

3. **Responsibilities of Parties.** The responsibilities of the Parties are set forth in the "Scope of Services", attached to and incorporated in this Agreement by reference as Exhibit "A".

4. **Term of Agreement.** This IGA shall become effective on July 1, 2021 - December 31, 2021.

5. **Funding for Project.** The Parties (Grand/Jackson, Lake, Pitkin and Routt Counties) each agree to pay a not to exceed total of \$5,962.68, for continuation of the Collaborative. Grand County and Jackson County will be considered together for the not to exceed amount of \$5,962.68. Garfield and Eagle County agree to pay \$11,925.38. The total cost of the salary and benefits for this position is up to \$47,701.48. Additional cost related to travel will be billed to the requesting county and shall not exceed \$4,000.00 over the course of the FY 21-22. The Garfield County Department of Human Services will invoice each County in December 2021 for the funds due. Each County, upon receipt of an invoice from Garfield County Department of Human Services, shall submit payment to Garfield County Department of Human Services, Finance Administration, 195 W. 14th Street, Building B, Rifle, CO 81650. Garfield County will continue to provide administrative costs for office space, equipment, supplies and routine operating costs.

6. **Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. The Parties acknowledge that applicable federal law includes, without limitation, Titles IV and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay

Act of 1963, the Education Amendments of 1972, and 5 U.S.C. Section 1501, et seq., relating to partisan political activity.

The Parties also acknowledge that applicable state law includes, without limitation, the Colorado Employment Practices Act, § 24-34-401, et seq., C.R.S., as amended, and the Colorado Labor Peace Act, § 8-3-101, et seq., C.R.S., as amended.

7. **Indemnity/No Waiver of Governmental Immunity Act.** The Parties acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, §1 and that as governmental entities no party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by any party. C.R.S. § 24-10-101 et seq. (1963) as amended.

8. **Confidentiality.** The Parties shall protect the confidentiality of all records and other materials containing personal identifying information that are maintained in accordance with this Agreement pursuant to applicable state and federal law and regulations. Except as provided by law, no information, including identifying information, in possession of the Parties about any individual shall be disclosed in any form.

9. **Termination.** This IGA may be terminated without cause by any party upon ninety (90) days written notice to the other parties or for cause by any party upon ten (10) days written notice unless the cause is corrected or remedied.

10. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other party.

11. **Amendment and Assignment.** This IGA may be amended by the Parties solely through a written agreement signed by all Parties. This IGA may not be assigned.

12. **Counterparts.** This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

13. **Governing Law, Venue and Survival.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either party institute legal action for enforcement of this IGA, venue of such action shall be in Garfield County, Colorado.

14. **Whole Agreement.** This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either party to the extent not set forth herein.

15. **Section Headings.** The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

16. **Authority.** Each person signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

17. **Notice and Representatives.** All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

Garfield County: Sharon Longhurst-Pritt, Director
Garfield County DHS
195 W. 14th Street, Building B
Rifle, CO 81650

Pitkin: Nan Sundeen, Director
Pitkin County DHS
0405 Castle Creek Road, Suite 7
Aspen, CO 81611

Eagle: Megan Burch, Director
Eagle County DHS
P.O. Box 660
Eagle, CO 81631

Routt: Kelly Kissling, Director
Routt County DHS
P. O. Box 772790
Steamboat Springs, CO 80477

Grand: Deb Ruttenberg, Director
Grand County DHS
P. O. Box 204
Hot Sulphur Springs, CO 80451

Jackson: Deb Ruttenberg, Director
Jackson County DSS
P. O. Box 204
Hot Sulphur Springs, CO 80451

Lake: Janeen McGee, Director
Lake County DHS
P. O. Box 884
Leadville, CO 80461

Either Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this IGA to affect such a change is not required.

18. **Severability**. Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
GARFIELD COUNTY, COLORADO AND
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
John Martin, Chairman

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
JACKSON COUNTY, COLORADO** for the
benefit of the Jackson County
Department of Human Services

Clerk to the Board

By: _____
Chairman

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
PITKIN COUNTY, COLORADO** for the
benefit of the Pitkin County
Department of Human Services

Clerk to the Board

By: _____
Nan Sundeen, Director

Date: _____

ATTEST:

GRAND COUNTY BOARD OF HUMAN SERVICES

Clerk to the Board

By: _____
Chair

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
EAGLE COUNTY, COLORADO** for the benefit
of the Eagle County Department of
Human Services

Clerk to the Board

By: _____
Chair

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
ROUTT COUNTY, COLORADO** for the benefit
of the Routt County Department of
Human Services

Clerk to the Board

By: _____
Chair

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
LAKE COUNTY, COLORADO** for the benefit
of the Lake County Department of Human
Services

Clerk to the Board

By: _____
Chair

Date: _____

EXHIBIT "A"
SCOPE OF SERVICE

Northwest Regional Collaboration
July 1, 2021 - December 31, 2021

The Human Services Directors in the northwestern Colorado counties of Garfield, Eagle, Lake, Grand/Jackson, Pitkin and Routt have, supported a traveling Eligibility Technician, with CBMS security clearance in all counties, to provide over-the-shoulder and backlog support for counties experiencing unforeseen absences. Garfield County anchors this position by providing Staff Development Training (SDT) and supervision. Summit, Moffat and Rio Blanco County has elected to not participate for the 2021 year.

Northwest counties wish to enter an IGA for the salary and benefits amount not to exceed of \$5,962.68 for each county. Grand/Jackson will be considered together for the not to exceed total of \$5,962.68. Garfield and Eagle County will pay 11,925.38. Additional cost related to travel may be billed to the county requesting the travel and shall not exceed \$4,000.00 total for the duration of this IGA. Travel costs will be billed directly to the requesting county following the travel.

In the event of unforeseen staff resignation, termination or short/long term leave, the requesting northwest county will contact Garfield County management by email or phone to assess the extent of the need and determine plans for coverage and training.

The Garfield County staff person will primarily provide support by way of processing applications, redeterminations and changes related to Medical Assurances cases. Additional support related to other programs may be provided at the discretion of the manager of the Garfield County staff person.

Staffing situations/needs will vary - the Garfield County staff person will work with each county as needs arise, creating both emergency and longer-term plans.

The northwest counties will continue to work together to identify long-term solutions, and to continue to fund the position and related costs assuming results continue to be positive.

The staff position, held in Garfield County, will keep daily records of activities including hours worked on program areas, over-the-shoulder support and travel in the respective counties.

Garfield County will provide monthly program utilization reports to participating Northwest counties.

Garfield County will provide a wrap up report to each Human Services director who has received direct support in their respective county. Each County is responsible for providing CBMS access for the

traveling Eligibility Technician through CDHS Security.

Garfield County will act as fiscal agent and an invoice will be sent to each northwest county director in December 2021 for a not to exceed amount of \$5,962.68 plus the cost of any requested/provided travel expenses. Travel expenses will be billed to the requested county following the travel.