

SUBJECT: APPROVAL OF RESOLUTION NO. 10, SERIES 2024 – A
RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH BOULDER COUNTY FOR MENTAL
HEALTH CO-RESPONDER SERVICES

DATE: MARCH 5, 2024

PRESENTED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE

SUMMARY:

An Intergovernmental Agreement (IGA) has been proposed between the City and Boulder County authorizing the City to utilize the services of the Mental Health Co-Responder Regional Program to enhance the police department's response to calls for service involving people in need of mental health support. The agreement will provide mental health resources based at the police department to provide dedicated co-response services for the City. The agreement allows the City to participate in regional efforts to assist community members in mental health crisis. This Agreement involves a 4-year agreement with the County beginning January 1, 2024, or upon execution, and ending on December 31, 2027.

FISCAL IMPACT:

\$220,087 for 2024, however, grant funding was sought and the City was recently notified by the State of Colorado Department of Human Services/Behavioral Health Administration, subject to a finalized agreement, to provide grant funding to cover most of the costs of this program for the remainder of the State's FY 2024 and FY 2025.

The City's payment obligations under the IGA are payable in the fiscal year for which funds are appropriated for the payment thereof. The City's obligations under the IGA shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.

RECOMMENDATION:

Approve Resolution

ATTACHMENT(S):

1. Resolution
2. Intergovernmental Agreement and Statement of Work with Boulder County

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STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☒	 Collaborative Regional Partner

**RESOLUTION NO. 10
SERIES 2024**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
BOULDER COUNTY FOR CO-RESPONDER SERVICES**

WHEREAS, there has been proposed an Intergovernmental Agreement by which the Boulder County Department of Community Services would provide the Louisville Police Department with Co-Responder services in exchange for payment; and

WHEREAS, the Co-Responder model pairs, and combines the expertise of, law enforcement and behavioral health specialists to intervene and respond to behavioral health-related calls for police service, with the goal of de-escalating situations and helping to link individuals with behavioral health issues to appropriate services; and

WHEREAS, by this resolution the City Council desires to approve, and authorize the Mayor to execute, the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Intergovernmental Agreement (the "Agreement"), between the City of Louisville and Boulder County, for behavioral health Co-Responder services, in essentially the same form as the copy of such Agreement that accompanies this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 5th day of March, 2024.

Christopher M Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

INTERGOVERNMENTAL AGREEMENT Co-responder Services

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Community Services
Mailing Address	
IGA Contact – Name, email	Jennine Hall jhall@bouldercounty.gov
Municipality Contact Information	
Municipality	City of Louisville
Department	Police Department
Mailing Address	992 West Via Appia Way Louisville, Colorado 80027
IGA Contact – Name, email	Rafael Gutierrez, Police Chief rgutierrez@louisvilleco.gov
Invoice Contact – Name, email	
Term	
Start Date	Jan 1, 2024
Expiration Date	December 31, 2027
IGA Amount	
IGA Amount for 2024	\$220,087.80
Brief Description of Services	
County will provide dedicated co-responder services to the City of Louisville for the benefit of its Police Department.	
IGA Documents	
Exhibit A - Scope of Services	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the City of Louisville, a State of Colorado municipality ("City"), and 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 Community Services Department ("County"). The City and County are each a "Party," and together 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. Incorporation into IGA: The Details Summary and Exhibit A are incorporated into this IGA by reference.
2. Services to be Performed: The County will provide the services described in Exhibit A (the "Services"). County will perform the Services (a) at its own cost and expense, (b) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (c) in strict accordance with the IGA.
3. Term of IGA: The Term begins on the Start Date and expires on the Expiration Date, unless terminated earlier pursuant to Section 8 hereof.
4. Payment for Services: In consideration of the Services performed by County, and subject to conditions contained in this IGA, the City will pay an amount not to exceed the IGA Amount to County in accordance with the Exhibit A.
5. 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 each other and as to any person not a party to the IGA, the limitations on liability, immunities, rights and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
6. Nondiscrimination: County 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 Parties prohibit unlawful discrimination on the basis of race, color, religion, creed, gender, gender identity, national origin, ancestry, age, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. County must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Independent Contractor: County is an independent contractor for all purposes in performing the Services. None of County's employees, agents, personnel or subcontractors are employees of the City for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, the City will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of County or County's employees. As an independent contractor, County is responsible for employing and directing such personnel and agents as it requires to perform the Services. County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
8. 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. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either

Party, or the appointment of a receiver or similar officer for either Party or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute 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 City is prohibited by law from making financial commitments beyond the current fiscal year. Payment to County beyond the current fiscal year is contingent on the appropriation by City and continuing availability of funding in any subsequent year. City has reason to believe that sufficient funds will be available for the full Term. Where, however, funds are not appropriated for any fiscal period beyond the current fiscal year, City shall notify County, and this IGA shall terminate automatically at the end of the then-current fiscal year without penalty to City, although City will remain obligated to pay for any Services provided by County prior to termination under this subsection.

c. Convenience: In addition to any other right to terminate under this Section, either Party may terminate this IGA, in whole or in part, for any or no reason, upon sixty (60) days' advance written notice to the other Party.

9. Remedies for Non-Performance: If County fails to perform any of its obligations under this IGA, City may deny payment for any Services that do not comply with the requirements of the IGA or that County otherwise fails to provide or fully and finally complete, and/or terminate this IGA for breach.

10. Binding Arbitration Prohibited: The Parties do not agree to binding arbitration by any extra-judicial body or person.

11. 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 at the address specified in the Details Summary. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

12. 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 Services. This IGA may be amended only by a written agreement signed by both Parties.

13. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by County without the prior written consent of the City. If County subcontracts any of its obligations under this IGA, County will remain liable to the City for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

14. 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 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

15. No Waiver: 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.
16. Severability: If any provision of this IGA becomes inoperable, or is rendered void, invalid or unenforceable for any reason by a court of competent jurisdiction, 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.
17. 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.
18. Colorado Open Records Act: Either Party may disclose any records related to this IGA that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
19. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the Exhibit A, the terms of the main body of the IGA will control.
20. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of the limitations on liability, immunities, rights and protections available to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
21. Legal Compliance: County assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Services. County is solely responsible for ensuring that its performance under this IGA and the Services itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
22. Tax Exemption: Both Parties are exempt from payment of Federal, State, and local government taxes.
23. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.
24. 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 approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. 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.

25. 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.

26. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER 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 PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

27. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"), 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.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of City of Louisville
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓ <i>For Board-signed documents only</i> ↓↓		
Attest:	Initials	Attest:
Attestor Name:		Attestor Name:
Attestor Title:		Attestor Title:
		Initials:

Exhibit A
Statement of Work
City of Louisville Co-Responder Program

Scope of Work:

Louisville Police Officers and a behavioral health specialist (Co-Responder) respond together to calls for service that may involve mental health, substance use, death of a loved one, or some type of crisis. On scene, the team works not only to de-escalate the situation, but also provide behavioral health screening and assessment, call disposition planning and referral or linkage to needed services. The planning at the end of the encounter depends on several unique factors, and outcomes can range from leaving the individual with necessary resources, transporting the individual to a hospital or walk-in clinic, and providing support and resources for family members and others on-scene. Follow up will also be provided after the initial encounter. This can include case management services and providing coordination with various systems of care. The team structure will vary to meet the needs of the community and partnering agencies and will include primary and secondary response. In addition, this position will cross train between law enforcement and behavioral health disciplines to gain a greater understanding of Louisville Police Department procedures and practices and Co-Response skills.

Period of Performance:

The period of service under this IGA will be for four calendar years starting January 1, 2024, and ending December 31, 2027.

Location and Hours of Service:

Staff under this IGA will serve the statutory town of Louisville. The main office for this position will be located at the Louisville Police Department, 992 West Via Appia Way, Louisville, Colorado 8007. . This position will often work off site and in the community, including homes, community agency sites, hospital emergency rooms, psychiatric units, nursing homes, jails, and juvenile detention facilities. Mileage costs for this position will be paid by Boulder County at a defined rate.

This Statement of Work supports 2 full time FTEs (40 hours per week) with working hours of 12:00 pm – 10:00 pm Sunday through Wednesday and Wednesday through Saturday.

Staff Qualifications and Provided Services:

CR staff require a minimum of 2 years of experience in Motivational Interviewing, crisis counseling, verbal-de-escalation, working with diverse and at-risk populations, community networking and resource delivery. They must have, at minimum, a bachelor's degree from an accredited university or college in counseling, social work, or psychology is required and a master's degree in social work or counseling is highly preferred. They must be at least 21 years of age, possess, maintain a valid Motor Vehicle Operator's license, and have an acceptable driving record and have a working motor vehicle. They must also meet the requirements of applicable federal, state, and organizational background checks and be willing to work a flexible schedule that includes evenings and weekends.

Co-Responder: These positions will fulfill the following duties and responsibilities.

- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.
- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.
- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the UniteUs data system.
- Attends monthly team meetings and clinical supervision.
- Accepts referrals from law enforcement for case management and broker service delivery to community members.
- Completes at least 20 hours of defensive tactics training yearly and new employee training provided by Boulder County.
- Serves as a mental health consultant on Boulder County Sheriff Office SWAT negotiations.
- Other duties as assigned.

Supervision:

A minimum of 3 hours of clinical supervision will be provided to staff by a Clinical Supervisor of the Boulder County Co-Responder Team. In addition, staff will meet with a designated official from the Louisville Police Department at least once a month to discuss caseload and service provision. All requests for leave will be approved by the Clinical Supervisor of the Boulder County Co-Responder Team. The monthly schedule of the staff will be shared with the Louisville Police Department in a way that it accessible and easy to reference.

Applicable Standards:

This position will be knowledgeable of and comply with all the policies and procedures for the Louisville Police Department and Boulder County Co-Responder Team.

Evaluation and Deliverables:

Services and outcomes will be regularly monitored for quality and expected performance. Regular meetings will be held with Louisville PD officials to discuss and evaluate services. Quarterly and annual reports of performance will be developed specific to Louisville Co-Responder activities and adjustments to service approach, hours and setting of expectations will be determined collaboratively between the Louisville PD and Boulder County Co-Responder Program Leadership.

Budget:

The following budget reflects costs for 2024 only. Annual budgets will be developed each year prior to the start of the new year. If desired for planning purposes, a 3% per year multiplier can be used to estimate costs for future years. The budget provides for 2 Co-Responders and applicable expenses. The cost of a computer is a onetime cost.

PERSONNEL	COST	FRINGE	FTE	AMOUNT
Co-Responder #1	\$77,000.00	\$29,260.00	100%	\$106,260.00
Co-Responder #2	\$77,000.00	\$29,260.00	100%	\$106,260.00
Subtotal Personnel				\$212,520.00
Expenses				
Computer	\$1675.00		X2	\$3350.00
Phone (\$67.00/month)	\$67.00	12 months	X2	\$1608.00
Mileage	\$100.00	12 months	X2	\$2400.00
Training	\$500.00		X2	\$1000.00
Subtotal Expenses				\$8358.00
Total Budget				\$220,087.80