

SUBJECT: RESOLUTION NO. 2, SERIES OF 2025 – A RESOLUTION
APPROVING THE EXTENSION OF AN INTERGOVERNMENTAL
AGREEMENT FROM ONE YEAR TO FIVE YEARS WITH
BOULDER COUNTY ENERGYSMART

DATE: DECEMBER 17, 2024

PRESENTED BY: HANNAH MILLER, SUSTAINABILITY MANAGER

SUMMARY

The City currently has an Intergovernmental Agreement (IGA) with Boulder County for the EnergySmart Program. This IGA allows the City to add funds to the EnergySmart rebate program for Louisville residents. This includes rebates for residential items such as heat pumps, water heaters, and insulation among other items. The proposed changes extend the existing IGA from a one-year term to a five-year term. This extension builds on the current IGA and allows Louisville to contribute funds up to, but not exceeding, \$200,000 over the next five years. Additionally, the new IGA removes the requirement for an annual update to Exhibit C, the Eligible Measures list.

FISCAL IMPACT

Extending the Boulder County EnergySmart IGA continues funding for sustainability programs in Louisville. Additionally, the extension allows the City to send funds, as needed, throughout the five-year timeframe. All funds provided to the program from Louisville will be approved through the annual budget process.

PROGRAM/SUB-PROGRAM IMPACT

The IGA continues support for sustainability programming in Louisville.

RECOMMENDATION

Staff recommends approval of the IGA extension.

ATTACHMENT(S):

1. Resolution No. 2, Series 2025
2. Louisville IGA Amendment
3. Exhibit A – Scope of Work
4. Exhibit B – Fee Schedule
5. Signed IGA with Exhibits, dated 10/30/2023

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DATE: JANUARY 7, 2025

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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

05/07/2024 [2](#)

**RESOLUTION NO. 2
SERIES 2024**

**A RESOLUTION APPROVING THE EXTENSION OF AN INTERGOVERNMENTAL
AGREEMENT FROM ONE YEAR TO FIVE YEARS WITH BOULDER COUNTY
ENERGYSMART**

WHEREAS, an extension of the Intergovernmental Agreement has been proposed between the City and Boulder County authorizing Boulder County EnergySmart to administer Louisville-specific add-on rebates for commercial decarbonization; and

WHEREAS, the proposed Intergovernmental Agreement supports the newly adopted, science-based climate action and clean energy goals as follows:

- Generate 75% of Louisville’s residential and commercial/industrial electric needs from carbon-free sources by 2030.
- Reduce core community GHG emissions 60% below the 2016 baseline by 2030.; and

WHEREAS, the proposed Intergovernmental Agreement supports the Community Decarbonization Plan (CDP) implementation; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of clean energy resources will provide a range of benefits, including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the City of Louisville is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

WHEREAS, establishing add-on commercial decarbonization rebates supports the residential community through the partnership of economic vitality and environmental stewardship; and

WHEREAS, the proposed rebates and advisor provide the largest greenhouse gas reduction per dollar spent; and

WHEREAS, City Council, by this Resolution, desires to approve said Intergovernmental Agreement and authorize its execution.

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

Section 1. The Intergovernmental Agreement (IGA) between the City of Louisville and the County of Boulder authorizing Boulder County EnergySmart to allocate additional staff time in Louisville and establish and administer Louisville-specific add-on rebates for residential decarbonization is hereby approved in essentially the same form as the copy of such IGA accompanying this Resolution.

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

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

BOCC

INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
☒ Contract Amount ☒ Contract Dates ☒ Scope of Services	
Contract Identification from Original IGA	
Other Party's Legal Name	City of Louisville
Other Party's Contact Information - Name	Hannah Miller
Other Party's Contact Information - Email	hmliller@louisvilleco.gov
County Office or Department	Office of Sustainability, Climate Action, and Resilience
County Division /Program	Built Environment
Oracle Contract Number	303114
Amendment Number	1
Contract Amount	
<u>Not to Exceed</u> Amount of current contract, including all amendments	\$36,950
Amendment Amount	\$200,000
New Cumulative <u>Not to Exceed</u> Amount	\$ 236,950
Contract Dates	
Amendment Effective Date	9/1/2024
New End Date	12/31/2029
Additional Contract Documents	
Exhibit A: Scope of Services Exhibit B: Fee Schedule	

This AMENDMENT ("Amendment") to the above-referenced Original IGA ("IGA") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Sustainability, Climate Action, and Resilience ("County") and City of Louisville ("City").

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents** are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the **Amendment Effective Date**.

3. LIMITS OF EFFECT

The IGA and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include the Additional Contract Documents listed above.

The IGA is also modified to the extent that a corresponding box is checked below:

☒ Contract Term. The term of the IGA is extended through the New End Date identified in the Amendment Summary.

☒ Contract Amount. The Contract Amount is amended to include the Amendment Amount identified in the Amendment Summary. The total cost of all services performed will not exceed the **New Cumulative Not to Exceed Amount** identified in the Amendment Summary.

☒ Scope of Services. The Scope of Services is amended as indicated on Exhibit A.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

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

Exhibit A – Scope of Work

Boulder County will administer rebate dollars provided by the City of Louisville that will be additive to the existing incentives provided by Boulder County. The rebate measures and amounts will be agreed to in writing by both parties. Boulder County will administer the funds as part of the EnergySmart program, requiring resident engagement in EnergySmart to qualify. Boulder County will promote the additional funding through the EnergySmart program website, newsletters, and advisors.

Boulder County will provide data reports of how the funds from the City of Louisville have been spent at the frequency requested by City of Louisville staff.

APPROVED

By Boulder County Attorney (apg) APPROVED AS TO FORM at 12:59 pm, Dec 04, 2024

Exhibit B – Fee Schedule

The City of Louisville will pay an amount not to exceed \$200,000 for the term and the annual amounts will be agreed to in writing by both parties and will be billed in advance of program expenditures once per year. Louisville will pay 3rd party check processing fees at the rate agreed to by both parties, starting at \$10 per check in 2024.

APPROVED

By Boulder County Attorney (apg) APPROVED AS TO FORM at 12:59 pm, Dec 04, 2024

INTERGOVERNMENTAL AGREEMENT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	303114
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Office of Sustainability, Climate Action, and Resilience
Division/Program	Built Environment
Mailing Address	PO Box 471 Boulder CO 80306
IGA Contact – <i>Name, email</i>	Zac Swank, zswank@bouldercounty.gov
Invoice Contact – <i>Name, email</i>	Beth Bradford, eb Bradford@bouldercounty.gov
County Contact Information	
County Name	City of Louisville
County Mailing Address	749 Main St. Louisville, CO 80027
Contact 1- <i>Name, title, email</i>	Jeff Durbin, jdurbin@louisvilleco.gov
Contact 2- <i>Name, title, email</i>	Kayla Betzold, kbetzold@louisvilleco.gov
IGA Term	
Start Date	8/31/2023
Expiration Date	12/31/2024
IGA Amount	
IGA Amount	\$36,950
Fixed Price or Not-to-Exceed?	Fixed Price
COVID-19	NO
Project #	
Brief Description of Services	
Boulder County will administer rebate dollars provided by the City of Louisville that will be additive to the existing incentives provided by Boulder County.	
IGA Documents	
a. Exhibit A - Scope of Services b. Exhibit B – Fee Schedule c. Exhibit C – Louisville Eligible Measures List 2023-2024	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between 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 Office of Sustainability, Climate Action, and Resilience ("County")

and City of Louisville ("City"). City and County 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. Incorporation into IGA: The **Details Summary** and **IGA Documents** are incorporated into this IGA by reference.
2. Services to be Performed: County perform the services described in the **Details Summary** and **IGA Documents** (the "Services").
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Services must be performed during the **IGA Term**.
4. Payment for Services Performed: In consideration of the Services performed by County, and subject to conditions contained in this IGA, City will pay an amount not to exceed the **IGA Amount** to County in accordance with the **IGA Documents**.
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 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.
6. Independent Entities: **Each Party is an independent legal entity from the other for all purposes. None of either Party, its agents, personnel or subcontractors are employees of the other Party 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 Services' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association.**
7. 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, City is prohibited by law from making commitments beyond the current fiscal year. Payment to County beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. City has 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, this IGA shall immediately terminate without penalty to the City on December 31 of the current fiscal year.
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**

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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. Colorado Open Records Act: Both Parties are required to disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

15. 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 **IGA Documents**, the terms of the main body of the IGA will control.

16. 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.

17. 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 beneficiary **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.

18. 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.

19. Limitation of Liability: NEITHER PARTY WILL NOT BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S 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 BY CITY TO COUNTY.

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.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of City of Louisville
Signature: <i>Susie Strife</i>	Signature: <i>Jeff Durbin</i>
Name: Susie Strife	Name: Jeff Durbin
Title: Director, Office of Sustainability, Climate Action and Resilience	Title: City Manager, City of Louisville
Date: October 30, 2023	Date: October 30, 2023
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial</i>
Attestor Name:	
Attestor Title:	