

**SUBJECT: RESOLUTION NO. 35, SERIES 2025 – A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
YOUTH CORPS PROGRAM SERVICES**

DATE: JUNE 3, 2025

PREPARED BY: EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

**PRESENTED BY: ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION &
OPEN SPACE
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT**

SUMMARY:

Seeking City Council approval of the “Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement” (IGA) and accompanying Resolution which will secure a Youth Corps team (1/2 team) for eight weeks of service. The team will provide essential natural resource and maintenance services to Louisville Open Space and Park lands while also fostering work skill development and land stewardship/environmental education for local youth.

BACKGROUND / PRIOR DISCUSSIONS:

This IGA is a continuation of a 19-year relationship between Louisville Open Space and Boulder County Parks & Open Space (BCPOS). City staff and BCPOS have worked closely over the last two decades to determine projects that are both engaging and educational for the corpsmembers and provide value to City’s open space and park lands.

ANALYSIS:

The team, comprised of five Louisville area youths (14-17 years old), is led by one adult team lead employed by BCPOS, and supported by Louisville staff. The team will be engaging in a variety of operational projects including flower bed mulching, trail improvements, willow plantings for habitat improvement, noxious weed control, ditch clearing, trash and bench pad installation, and fence installation.

This mutually beneficial agreement encourages local teens to develop a sense of ownership in the community and encourages them to become the next generation of land stewards, while allowing the City to complete much needed maintenance on public amenities and assets

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2025 COUNCIL WORK PLAN:

This work supports the 2025 Council work plan focus area of core services and supports the lens of sustainability by increased maintenance which extends life span of amenities and improving habitat which leads to a myriad ecosystem services improvements.

FISCAL IMPACT:

Budgeted?: **Yes**

This budget is allocated to three different operational subprograms. The General Open Space Administrative Sub Program, Open Space Trails Sub Program, and the Parks General Administrative Sub Program. The cost share between Open Space and Parks reflects the actual field time spent supporting each division. All subprograms have sufficient funds to cover the amounts denoted and the breakdown is as follows:

- 210750-533100: \$7,398.81
- 210757-533100: \$5,918.52
- 211751-533100: \$6,657.67

ALTERNATIVE(S):

Alternatives include increasing Open Space staffing to meet ongoing operational needs. However, standard hiring alone would not meet the objective of fostering short-term opportunities for youth in the Louisville community. If the work is not approved, the majority of the work will be deferred to 2026.

RECOMMENDATION:

Staff recommends that Council approve Resolution No. 35, Series 2025 approving the Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement.

ATTACHMENT(S):

- Resolution No. 35, Series 2025
- Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement

**RESOLUTION NO. 35
SERIES 2025**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
YOUTH CORPS PROGRAM SERVICES**

WHEREAS, Boulder County provides a summer youth employment program known as Boulder County Youth Corps; and

WHEREAS, an Intergovernmental Agreement has been proposed between Boulder County and the City for the City's participation in and financial support of the summer youth program; and

WHEREAS, by this resolution the City Council desires to approve 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 Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement (the "Agreement") by and between the County of Boulder and the City of Louisville in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Clerk are 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 ____ day of _____ 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**BOULDER COUNTY
2025 YOUTH CORPS PROGRAM SERVICES
INTERGOVERNMENTAL AGREEMENT**

CITY OF LOUISVILLE

This Agreement for the Youth Corps Program Services (hereinafter referred to as "Agreement") is executed between the **COUNTY OF BOULDER**, State Of Colorado, a Body Corporate and Politic, acting through and by its Board of County Commissioners, P. O. Box 471, Boulder, Colorado, 80302, hereinafter referred to as the "County" and the **CITY OF LOUISVILLE**, a Colorado Home Rule Municipality, 749 Main Street, Louisville, Colorado, 80027, office telephone number 303-666-6565 and fax number 303-335-4550, hereinafter referred to as the "City" and jointly hereinafter referred to as the "Parties".

WHEREAS, the County provides a summer youth employment program specifically known as the "Boulder County Youth Corps", more fully described in Exhibit "A" Scope of Services, (please refer to attached Exhibit "A"); and

WHEREAS, the County program will provide valuable services to the community which are deemed to be essential for the immediate protection and preservation of the public health, safety, convenience and general welfare of the citizens of Boulder County; and

WHEREAS, the City has agreed to participate in and financially support the summer youth employment program, and is authorized to execute this Agreement by law, including Colorado Constitution Article XIV, Section 18 and C.R.S. 29-1-201, et seq.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The City will pay the County the full amount set forth in the Agreement by the deadline of August 1, 2025. The County's year-end report to the City will contain complete and accurate statements of services rendered, including any reductions in services provided as a result of applicable public health orders. If there are any reductions in services provided, the County will reimburse the City for any portion of the funds for which the City has paid, but for which services were not provided. Reimbursements will be made within 30 days of the year-end report.

2. Term: The Agreement will begin on June 1, 2025, and continue through December 31, 2025.

The dates for the 2025 Youth Corps season are designated as June 17, 2025, continuing through August 6, 2025.

3. Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, signed by duly authorized

representatives of the Parties. This Agreement incorporates herein by reference of the attachments specified as Exhibit "A" Scope of Services and Exhibit "B" Annual Financial Report.

4. Services: The County agrees to provide the services listed in Exhibit "A" to the community. In addition to the services, the County agrees to:

- a. Be available for consultation as needed; and
- b. Provide the City with all necessary information; and
- c. Facilitate the provision of support services that become necessary.

5. Identification of Hazardous Conditions: Prior to the County providing any services listed in Exhibit "A", the City will notify the County of all known hazardous conditions at all of the Youth Corps Program Services work sites. If the City becomes aware of new or additional hazardous conditions throughout the term of this Agreement, the City will immediately notify the County.

6. Payment: The City agrees to pay the County the sum of \$19,975.00 (Nineteen thousand nine hundred seventy-five dollars and 00/100ths) on or before August 1, 2025. The County will submit, in writing, an invoice for services.

7. Audit: The City reserves the right to conduct an audit of all records related to this Agreement should the City have concerns about the County's performance of the services listed in Exhibit "A".

8. Reporting Requirements: The County further agrees to submit a year-end report to the City. The annual report will contain complete and accurate statements of services rendered, according to the format of Exhibit "B" (please refer to attached Exhibit "B") to this Agreement, signed by the County's signatory, or its authorized agent, and submitted no later than February 15, 2026. Besides any other remedies, the City may decline to consider further Agreements if the County does not submit its annual report on time.

9. **Independent Contractor: The County and any persons employed or engaged by the County to perform services under this Agreement will perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Agreement is intended or will be construed as in any way establishing the relationship of copartners or joint ventures between the Parties or as construing the County, including its agents, employees, and any persons engaged by the County to perform services under this Agreement as an agent or employee of the City. The County will remain an independent and separate entity. The County will not be supervised by any employee or official of the City nor will the County exercise supervision over any employee or official of the City. The County will not represent that the County is an employee or agent of the City in any capacity. The County, its officers, employees or any other persons engaged by it under this Agreement, are not entitled to Workers' Compensation benefits except as may be provided by the County or some entity other than the**

City. The County is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.

10. Personnel: The County agrees to provide competent personnel to supervise the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

11. Insurance: The City and County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended ("Act"). The City and County must at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Act. Upon request by either Party, the other Party must show proof of such insurance.

12. Liability: Each Party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform under this agreement. By agreeing to this provision, neither the City nor the County waives or intends to waive, as to any person, the limitations on liability or other protections which are provided to the City and the County under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq.

13. Termination: This Agreement will be subject to termination by either Party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice must be given to the other and if the conditions of noncompliance specified in such notice is not corrected, within ten (10) days of receipt, of the date of such notice, this Agreement will be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notices must be mailed to the designated Parties as specified in Section 20.

14. Provisions Construed as to Fair Meaning: The provisions of this Agreement must be construed as to their fair meaning, and not for or against any Party based upon any attributes to such party of the source of the language in question.

15. Headings for Convenience: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

16. Compliance with Ordinances and Regulations: The County will perform all obligations under this Agreement in strict compliance with all federal, state, and city laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the County's services under this Agreement and specifically, will comply with all applicable child labor laws and will not discriminate against any person on the basis of sex, race, creed, national origin, disability, or otherwise as prohibited by law.

17. No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, will exist as between the Parties, except as specifically set forth in this Agreement.

18. No Third-Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement are strictly reserved to the County and the City, and nothing contained in this Agreement will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement will be deemed an incidental beneficiary only.

19. Financial Obligations of City: All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement will be deemed a pledge of the City's credit, the creation of any multiple, fiscal-year obligation, or a payment guarantee by the City to the County. In the event appropriated funds are not available, both Parties shall be relieved of their obligations hereunder.

20. Notices: For purposes of the notices required to be provided under this Agreement, all such notices must be in writing, and must be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the Parties at the following addresses:

For the County: Parks and Open Space Department
Attention: Luiz Blanco-Bertolo
5201 St. Vrain Road
Longmont, CO 80503
lblanco-bertolo@bouldercounty.gov

For the City: City of Louisville
Parks and Recreation Department
Attention: Jacob Marinkovich
749 Main Street
Louisville, CO 80027
jmarinkovich@louisvilleco.gov

21. Waiver: No waiver of any breach or default under this Agreement will be a waiver of any other or subsequent breach or default.

22. Severability: Invalidation of any specific provisions of this Agreement will not affect the validity of any other provision of this Agreement.

23. Governing Law and Venue: This Agreement will be governed and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement will be in Boulder County, Colorado.

24. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures will be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

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

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

COUNTY OF BOULDER
STATE OF COLORADO

Therese Glowacki
Director, Parks and Open Space

APPROVED

By Boulder County Attorney (apg) APPROVED as to FORM at 4:23 pm, Apr 02, 2025

CITY OF LOUISVILLE

Attest

Mayor

Genny Kline
Interim City Clerk (Print)

Chris Leh
Print Name

Date

APPROVED AS TO FORM:

Assistant City Attorney (Print)

EXHIBIT A
SCOPE OF SERVICES

1. LOCATION OF WORK PROJECTS:
Various locations in parks, open space, and trails throughout the City of Louisville.
2. DATE OF WORK PROJECTS:
June 17, 2025, continuing through August 6, 2025
3. TYPE OF WORK TO PERFORM:
Work will be performed manually and only with the use of non-powered, hand tools.
 - a. Mulching around trees and shrubs.
 - b. Add crusher fines and wood retainers around memorial benches.
 - c. Add crusher fines to soft trails.
 - d. Remove noxious weeds around various locations.
 - e. Remove dead and downed woody material.
4. OTHER CONDITIONS:
Boulder County Youth Corps will provide a half team consisting of the following:
 - a. One (1) six (6) person work team consisting of one (1) adult team leader with five (5) youth team members assigned to work in the City. Team member ages 14-17; and
 - b. The work team will utilize tools and safety protection wear as deemed necessary. Transportation provided to and from the designated work sites by they County.
5. PROGRAM SERVICES GOALS AND OBJECTIVES FOR 2025:
Number of youth served:
One (1) half Team, consisting of five (5) youth team members.

Ages: 14-17

MAINTENANCE TEAM:

A total of eight (8) weeks, consisting of project-based employment and supervision with an emphasis on service to the City, a teamwork experience, environmental education and enhancement of job skills and civic responsibility.

Describe how effective this activity was in achieving goal/objective and how effectiveness was measured:

[illegible]

EXHIBIT B
2025 ANNUAL FINANCIAL REPORT

Please submit a financial statement that has been approved by the agency's Board or complete the following information.

Expenditures Category	Amount Budgeted	Expenditures	Percentage of Budgeted Expenditures
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
Total Expenses			