



BOARD OF COUNTY COMMISSIONERS
OF RIO BLANCO COUNTY, COLORADO
RIO BLANCO COUNTY HISTORIC COURTHOUSE
555 MAIN STREET, P.O. BOX 599
MEEKER, COLORADO 81641

This meeting will be streamed live on the RBC YouTube Channel:
https://www.youtube.com/channel/UCBicnhlMpB47tzL_NjN0FIg

To provide public input please call (970) 878-9432

Special Meeting August 3, 2021

***Public Comment:** Any member of the public may address the Board on matters which are within the jurisdiction of the Board. If you are addressing the Board regarding a matter listed on the Agenda, you are requested to make your comments when the Board takes that matter. Please limit your comments to three minutes per member or five minutes per group. The public comment time is not for questions and answers. It is your time to express your views.*

1. 8:15 a.m. Call to order:

- A. Pledge of Allegiance
- B. Changes to the August 3, 2021 Agenda
- C. **Move to approve the August 3, 2021 Agenda including any changes**

2. BUSINESS

A. Move to approve/deny an Intergovernmental Agreement for the benefit of the Rio Blanco County Department of Human Services, with the Board of County Commissioners of Moffat County, Colorado, on behalf of the Moffat County Department of Human Services for the provision of Child Welfare and Adult Protective Services, on an interim basis.

Adjourn

The agenda is provided for informational purposes only; all times are approximate. Agenda items will normally be considered in the order they appear on the agenda. However, the Board may alter the Agenda, take breaks during the meeting, work through the noon hour and even continue an item for a future meeting date. The Board, while in session, may consider other items that are brought before it. Scheduled items may be continued if the Board is unable to complete the Agenda as scheduled.

The next regular Board meeting is tentatively scheduled for August 10, 2021 in the Rio Blanco County Historic Courthouse, 555 Main St., 3rd Floor Hearing Room, Meeker, CO. Please check the County's website for information at <http://rbc.us/186/Board-of-County-Commissioners>. If you need special accommodations please call 970-878-9431 in advance of the meeting so that reasonable accommodations may be made.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
CHILD WELFARE AND ADULT PROTECTION SERVICES**

This Intergovernmental Agreement ("Agreement") is made by and between the Board of County Commissioners of Rio Blanco County, on behalf of the Rio Blanco County Department of Human Services ("Rio Blanco County "), and the Board of County Commissioners of Moffat County Colorado, on behalf of the Moffat County Department of Human Services ("Moffat County"), effective the date approved by both the Rio Blanco County Board of County Commissioners and the Moffat County Board of County Commissioners.

WHEREAS, Rio Blanco County desires to enter into an agreement with Moffat County to assist Rio Blanco County in providing the services for the operations of the Rio Blanco County Department of Human Services, including but not limited to, providing qualified personnel for child welfare services and adult protection services for the operations of the Rio Blanco County Department of Human Services.

In accordance with Colorado Revised Statutes Section 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 cooperating or contracting units.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Incorporation and Confirmation of Recitals. The foregoing recitals are incorporated as part of this IGA.

2. Purpose. Moffat County shall provide services as identified in the Scope of Work attached hereto and incorporated herein as Exhibit A (the "Scope of Services").

3. Term. This Agreement shall be effective immediately and shall continue for a period of ninety (90) days. This Agreement shall continue on a month-to-month basis after the initial period until terminated by either Rio Blanco County or Moffat County by giving a thirty (30) day notice of the intent to terminate this agreement or until December 31, 2021, whichever occurs first.

4. Responsibilities and Costs.

a. Rio Blanco County Responsibilities. Rio Blanco County shall reimburse Moffat County for the services provided herein. Moffat County shall be entitled to payment for its services as set out in the attached Exhibit "B" incorporated herein as if fully set forth. Rio Blanco County shall remit payment to Moffat County within 15 days of receipt of the invoice from Moffat County. Rio Blanco County and Moffat County will review Exhibit "B" once a month and modify the same based on the level of services anticipated to be for the following month. The amended Exhibit "B" will be submitted to the BOCC of each county for modification as changes are necessary.

b. **Moffat County Responsibilities.** Moffat County shall submit a detailed invoice to Rio Blanco County monthly for all services provided pursuant to this Agreement prior to the fifteenth (15th) day of the month following the month the services were provided. The monthly amount paid will be based on the monthly Invoice with noted activity. Payments will be made to Moffat County monthly. Rio Blanco County shall not be billed for, and reimbursement shall not be made for, time involved in activities outside of those listed in the Scope of Services.

c. **Confidentiality.** Moffat County 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 laws and regulations. Except as provided by law, no information, including identifying information, in possession of Moffat County about any individual shall be disclosed except when Moffat County is providing services pursuant to this Agreement.

5. **Insurance and licenses.** Moffat County shall maintain all applicable insurance and licenses required by law to carry out the purpose of this Agreement.

6. **Records, Reports and Information.** At such times and in such forms as Rio Blanco County and the federal and state Departments of Human Services may require, Moffat County shall furnish statements, records, reports, data and other information pertaining to matters covered by this Agreement, so long as confidentiality standards required by the Colorado Department of Human Services and applicable provisions pursuant to the Colorado Revised Statutes are met. Except as otherwise authorized, Moffat County shall maintain such records for a period of three (3) plus the current year after receipt of final payment under this Contract.

7. **Audits and Inspections.** If Rio Blanco County is informed that it is being audited pursuant to funds paid under this agreement, Moffat County will make a reasonable effort to assist Rio Blanco County in the audit, including providing such documentation as may be reasonably necessary.

8. **Performance Standards, Independent Contractor.** The parties agree that all services should be performed in accordance with relevant federal and state statutes and regulations. These standards are agreed upon expectations and are not to be construed as control and direction from Rio Blanco County but, rather, as an understanding of the anticipated performance of Moffat County.

9. **Other provisions:**

a. In performance of this Agreement, Moffat County agrees its employees and supervisors shall comply with the following requirements:

1) All work will be done under the supervision of Moffat County or its employees.

2) Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement.

10. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provision, no party shall have the express or implied right to act for, on behalf of, or in the name of the other party. Nothing in this Agreement shall irrevocably commit or bind any party individually or the parties collectively.

11. Subcontract, Assignment, and No Third-Party Beneficiaries. Moffat County shall not subcontract with another individual or entity for performance of the services described in Section 1, above, and shall not assign or transfer any rights in this Agreement without the prior written consent of Rio Blanco County, unless authorized to subcontract for specific services as set forth on Attachment A. The work subcontracted shall be specified in a written agreement between Moffat County and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement. Enforcement of the terms and conditions of this Agreement and all rights of action relating thereto are strictly reserved to Rio Blanco County and Moffat County and nothing contained in this Agreement shall give or allow any such right of action to any third party.

12. Governmental Immunity. The parties agree and understand that both parties are relying on and do not waive, by any provision of this Agreement, the monetary limitations or terms or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

13. Termination for Convenience or for Cause. This Agreement may be terminated with or without cause by either party upon written notice of at least thirty (30) days, except if it terminates on December 31, 2021, as stated herein. If the termination is for cause the notice shall cite the reason(s) for termination.

14. Compliance with Laws and Regulations. Moffat County agrees that all work performed under this Agreement shall comply with and abide by all applicable laws, ordinances, codes and regulations of the federal, state, and local governments applicable to this Agreement. Without limiting the generality of this Section, Moffat County (1) shall maintain client confidentiality, including confidentiality of records, in accordance with state and federal law, rules and regulations; and (2) shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, political beliefs or handicap.

15. Notices. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified mail, return receipt requested United States mail, or by electronic communication to the following:

To Rio Blanco County:
Board of County Commissioners of Rio Blanco County, Colorado
P O Box 599
Meeker, CO 81641
Via email: Donald.Steerma@rbc.us

To Moffat County:
Board of County Commissioners of Moffat County, Colorado
221 West Victory Way, Suite 130
Craig, CO 81625
Via email: emiller@moffatcounty.net

16. Fund Availability and Annual Appropriation. Rio Blanco County acknowledges that the appropriate percentage or portion of its funds, if any, to be utilized as compensation under this Agreement have been appropriated and budgeted or otherwise made available through December 31, 2021.

17. Governing Law. The laws of the State of Colorado, to the extent not preempted by federal law, shall govern the validity, performance, and enforcement of this Agreement. Should any party institute legal action for enforcement of this Agreement, exclusive jurisdiction and venue of such action shall be in Moffat County, Colorado.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures of, or on behalf of, the parties on this Agreement and any modifications thereof shall be effective for all purposes.

19. Modifications. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing excepted by the parties.

20. Authority. Each person signing the Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

21. Entire Agreement. This Agreement sets forth the entire agreement of the parties. No representations, either verbal or written, shall be considered binding on any party to the extent not set forth herein.

22. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of this Agreement shall remain in full force and effect.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

Date: _____

Board of County Commissioners of
Rio Blanco County, Colorado

By: _____
Gary Moyer, Chairman

By: _____
Jeff Rector, Commissioner

By: _____
Ty Gates, Commissioner

Date: _____

Board of County Commissioners of
Moffat County, Colorado

By: _____
Tony Bohrer

By: _____
Melody Villard

By: _____
Donald Broom, Chair

EXHIBIT A
SCOPE OF SERVICES

Services Provided by Moffat Employees: Moffat County Employees will provide supervision and consultation services to Rio Blanco Department of Human Services in the areas of child welfare and adult protection, on an on-call basis, which may include the following tasks:

- a. Assessment, including RED team reviews, of the safety of children subject to the jurisdiction of Rio Blanco County's Department of Human Services and providing direction on formal action based upon such assessments to secure the safety of the children;
- b. Assessment of risk, needs, and strengths of children and families subject to the jurisdiction of Rio Blanco County's Department of Human Services.
- c. Supervision by a certified child. welfare and/or adult protection supervisor, .as necessary;
- d. Determine the disposition of cases based upon investigation and assessment;
- e. Seek and. obtain appropriate resources for children and their families,
- f. Make placement decisions;
- g. Set response timeframes;
- h. Assess. Youth in Conflict;
- i. Coordinate response with community collaterals;
- j. Mentoring support and case consultation;
- k. Assist and consult, as needed, regarding staff organization, process and procedures, and compliance with Volume 7 and best practices

EXHIBIT B
Payment for Services

For Services Provided by Moffat County:

Rio Blanco County will pay Moffat County the flat rate of \$3,100.80 per month for services.

For Travel Expenses:

Rio Blanco County shall reimburse Moffat County staff for travel expenses incurred because of this Agreement at the standard IRS rate for 2021, which is 56 cents per mile.