

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This agreement is between the County of Boulder, by and through its Board of County Commissioners ("County"), the Boulder County Sheriff's Office ("Sheriff's Office"), and the Town of Lyons, Colorado by and through its ("Town") (collectively the "Parties").

Recitals:

- A. C.R.S. 29-1-203 permits governments to enter into cooperative agreements for the provision of services; and
- B. the Town requires the assistance of the Sheriff's Office to provide Jail Inmate Work Crews ("Work Crews") for cleaning and maintenance of Town properties; and
- C. Work Crews need to be supervised by Sheriff's Office Crew Bosses ("Crew Bosses"); and
- D. the Town needs for Work Crews exceed the County's and Sheriff's Office's number of available Crew Bosses; and
- E. the addition of another .5 Sheriff's Office Crew Boss to oversee additional Work Crews would meet the Town's needs to provide cleaning and maintenance of Town properties; and
- F. the interests of the public are best served by the Town of Lyons funding a dedicated .5 Crew Boss to oversee Work Crews on Town cleaning and maintenance projects;

Now, therefore, the County, the Sheriff's Office, and the Town hereby agree as follows:

- 1. Upon execution of this Agreement and in accordance with Paragraph 9, the Town shall provide \$18,000.00 to the Sheriff's Office to fund a .5 Crew Boss dedicated for Town use, for a term of six (6) months beginning June 1, 2017 and ending December 31, 2017. The Town commits to fund this County position for 2017.
- 2. The Sheriff's Office shall supply, and the Crew Boss shall supervise, an average of five Crew workers per work day to the Town of Lyons.
- 3. The Crew Boss and Work Crew shall work a minimum of two ten-hour days per week, which may include weekends. Actual on-site work may be less than ten hours. Exceptions to this schedule will be made for Vacation, Holidays, Training, Sick time, and city/county wide emergencies. Any work scheduled will allow for the Crew Boss to use his/her accrued benefit time. In the event of a declared city/county wide emergency in the area of the scheduled work, the City's and Sheriff's Office's representatives will review the best course of action to either cancel or reschedule any missed work.
- 4. The Crew Boss shall be an employee of Boulder County, and shall be treated as such for federal and state taxes, and for unemployment or Worker's Compensation insurance purposes, for supervision, and for all other employment purposes.

5. The Sheriff's Office shall provide the Work Crew with all basic tools including Personal Protection Equipment (PPE) necessary for all cleaning or maintenance projects. The Town shall specify to the Crew Boss the work to be completed on a particular work day. Should a specific project require specialized tools or PPE, the Town shall provide those specialized tools and/or PPE to the Work Crew.
6. The Parties anticipate that the Work Crews under this agreement will work on projects involving the Town's Municipal Parks, Right of Ways, and Street Maintenance.
7. The Sheriff's Office shall be responsible for supplying a vehicle and trailer for use by the Crew Boss. When necessary, a portable toilet will be transported to the work site.
8. The Town shall be responsible for on-site safety while the Work Crew is on the project site, and the Work Crew will follow the Town's adopted safety procedures. The Town shall provide training to the participating inmate crew workers and the Crew Boss so that they are proficient in the Town's worksite safety procedures.
9. The Town shall pay the County through the Sheriff's Office the full amount due within 30 days upon being billed in execution of this agreement.
10. This Agreement takes effect on June 1, 2017, and ends on December 31, 2017, unless renewed as specified below.
11. No later than 90 days from the expiration of this Agreement, the Parties shall express their intent to renew the Agreement for another term not to exceed one year. Any amendments or modifications to this Agreement shall require the written consent of both parties.

[Signature Page to Follow]

In Witness Whereof, the Parties have executed this Agreement on the date last written below.

**County of Boulder
State of Colorado**

Attest:

Administrative Assistant
Clerk to the Board of Commissioners

By: _____
Deb Gardner, Chair
Board of County Commissioners

Date: _____

Boulder County Sheriff's Office

By: _____
Sheriff

Date: _____

Town of Lyons, Board of Trustees

By: _____
Mayor or Mayor Pro Tem

Date: _____

Town of Lyons, Town Administrator

Attest:

Debra K. Anthony, Town Clerk

By: _____
Victoria Simonsen, Town Administrator

Date: _____

