

Regional Minimum Wage Socioeconomic Analysis Consultant Services Intergovernmental Agreement

This Intergovernmental Agreement (“Agreement”) is made and entered into to be effective as of _____, 2023 (the “Effective Date”) by and between the City of Boulder, a Colorado municipal corporation, the City of Lafayette, a Colorado municipal corporation, the City of Longmont, a Colorado municipal corporation, the City of Louisville, a Colorado municipal corporation, and the Town of Erie, a Colorado statutory town. Said cities and town are referred to as “Agency” or “Agencies,” in this Agreement.

Recitals

Whereas, HB 19-1210, passed by the Colorado General Assembly, repealed the prohibitions on local governments establishing minimum wage laws within their jurisdictions;

Whereas, HB 19-1210 sets a limit of 10% of Colorado municipalities enacting their own minimum wage and any jurisdictions participating as a collaborative through an intergovernmental agreement may count as one municipality for the purposes of this calculation;

Whereas, the Agencies have expressed interest in exploring the potential socioeconomic impacts of a regional minimum wage higher than the State of Colorado’s minimum wage prior to deciding whether to raise the local minimum wage;

Whereas, the Agencies agree a consultant is necessary to aid the Agencies in their analysis of the potential socioeconomic impacts of a regional minimum wage; and

Whereas, the Agencies are working collaboratively to develop the scope of this analysis and share consultant costs.

Now Therefore, in consideration of the terms and conditions set forth in this Agreement, the Agencies agree to the following:

Agreement

I. Designation and Obligations of Coordinating Agency

A. **Designation**. The Agencies agree to designate a Coordinating Agency to facilitate the selection of and contracting with a vendor to conduct the regional minimum wage analysis. The Agencies agree that the City of Longmont will be the Coordinating Agency.

B. **Coordinating Agency**. The Coordinating Agency shall assume the lead role in the communication, coordination, and administration of the agreement with the successful vendor providing socioeconomic analysis services.

C. **Contract for Services**. The Coordinating Agency shall enter into an agreement with a vendor to provide socioeconomic analysis services on behalf of the Agencies. In this role, the Coordinating Agency shall be responsible for execution of the contract terms with the vendor, including transmittal of payments and other information required for the duration of the contract.

D. Financial Management. The Coordinating Agency shall be responsible for payment of invoices to the vendor and overseeing billing of each Agency for the agreed upon shares of the total cost.

II. Obligations of the Agencies

A. Funding Commitment. To allow the Coordinating Agency to contract with a vendor to conduct the analysis, by entering into this Agreement, the Agencies agree to commit the amounts identified below towards fulfillment of this Agreement. The actual amount owed by each Agency may be less than the amount committed, but shall not exceed the amount committed, and shall be determined by Paragraph II.B. of this Agreement.

Funding Commitments

Not to Exceed Amounts	City of Boulder	City of Lafayette	City of Longmont	City of Louisville	Town of Erie	Total
Amount committed to funding vendor	\$62,615	\$10,169	\$32,899	\$9,560	\$9,757	\$125,000

B. Financial Investment. The Agencies shall each pay an agreed upon portion of the total vendor fees in accordance with the terms of this Agreement and as outlined below in the Payment Schedule. The Agencies shall provide payments to the Coordinating Agency within 30 days of invoicing.

Payment Schedule

Fee Percentages	City of Boulder	City of Lafayette	City of Longmont	City of Louisville	Town of Erie
Regional Minimum Wage Socioeconomic Analysis Consultant Fee Allocation	50.09%	8.13%	26.32%	7.65%	7.81%
Percentage of total cost					

C. Reporting of Findings. Upon completion of the analysis, each Agency will receive a report of the findings. An Agency representative will be responsible for presenting these findings to their elected bodies in a manner determined by each jurisdiction, which could include a joint presentation from other Agency representatives.

D. Default. If any Agency fails to comply with the terms of this Agreement, said Agency will be in default and will no longer be entitled to receive any reports of findings under this Agreement. If one or more Agencies are in default, the non-defaulting Agencies shall meet and confer to address any funding issues.

E. Future Action. Agencies agree that this Agreement does not bind any of the Agencies to any future action towards adopting a regional minimum wage.

III. Miscellaneous Provisions

A. Nondiscrimination. Coordinating Agency shall ensure contract with vendor complies with applicable nondiscrimination laws and regulations including but not limited to those laws and regulations prohibiting discrimination against any person on the basis of race, color, religion, gender identity, national origin, sexual orientation, marital status, or disability.

B. Governmental Immunity. Nothing in this Agreement shall constitute a waiver, in whole or in part, of the governmental immunities, rights, or protections provided to the Agencies by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any similar or successor statutes of the State of Colorado.

C. Indemnification. No Agency indemnifies another Agency. The Agencies each assume responsibility for the actions and omissions of its own agents and employees in the performance or failure to perform work under this Agreement.

D. No Third Party Beneficiaries. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Agencies receiving services or benefits under this Agreement shall be only an incidental beneficiary.

E. Appropriations. The Agencies understand and acknowledge that the Agencies are subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Agencies do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR, and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligation of the Agencies is expressly dependent and condition upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of credit or a payment guarantee by Agencies. If appropriate funds are not available, Agencies shall be relieved of their obligations hereunder.

F. No Implied Representation. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Agencies, except as specifically set forth in this Agreement.

G. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

In Witness Whereof, the Agencies have executed this Agreement to be effective as of the date set forth above.

[Signatures follow]

City of Boulder

City Manager

Date

Attest:

City Clerk

Date

Approved as to Form:

City Attorney's Office

Date

City of Lafayette

Mayor

Date

Attest:

City Clerk

Date

Approved as to Form:

City Attorney

Date

City of Longmont:

Mayor

Attest:

City Clerk

Date

Approved as to Form:

Assistant City Attorney

Date

Proofread

Date

Approved as to Form and Substance:

Assistant City Manager

Date

CA File: 23-002591

City of Louisville

Mayor

Date

Attest:

City Clerk

Date

Approved as to Form:

City Attorney

Date

Town of Erie

Mayor

Date

ATTEST:

Town Clerk

Date