

Intergovernmental Agreement for Home Water Audit Services

This Intergovernmental Agreement for Home Water Audit Services (the "IGA") is entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Board of County Commissioners of Weld County (the "County"), by and on behalf of the Weld County Department of Human Services' Weld County Youth Conservation Corps ("WCYCC"), and the Town of Erie, a Colorado home rule municipality (the "Town") (each a "Party" and collectively referred to herein as the "Parties").

Whereas, the Parties are authorized to enter into governmental agreements pursuant to the provisions of the Colorado Constitution, state statute, and home rule charter to better serve the citizens of the Town of Erie;

Whereas, pursuant to C.R.S. §§ 29-1-201, *et seq.*, the Parties desire to cooperate to provide home water audit services to eligible residents in the Town;

Whereas, the Parties contemplate entering into an agreement whereby the Town will provide the names of eligible residents qualifying for home water audit services to the County;

Whereas, the home water audit services include replacing toilets, shower heads, and aerators;

Whereas, the WCYCC has the means and staff to enable the provisions of such services to eligible residents; and

Whereas, the Parties are entering into this IGA for the purpose of WCYCC providing the home water audit services to eligible residents in the Town.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this IGA, the following terms shall have the following meanings:

a. "Home Water Audit Services" means renovations limited to repair and/or replacement of certain home plumbing fixtures.

b. "Plumbing Fixtures" means toilets, shower heads, and aerators.

2. Term and Termination.

a. The term of this IGA shall commence on the Effective Date and terminate on June 30, 2026, unless sooner terminated as provided herein.

b. Either Party may terminate this IGA upon 30 days' prior written notice to the other Party. If this IGA is terminated by either Party, the Town agrees to pay for any remaining outstanding service already fully completed and not yet paid for, upon an invoice for that service.

3. WCYCC Responsibilities. WCYCC shall provide the following home water audit services to eligible Town residents, as determined by the Town:

a. WCYCC staff and volunteers will remove or replace old plumbing fixtures that do not meet the set Gallons Per Minute ("GPM") threshold such as toilets, shower heads, and aerators inside the homes of eligible residents of the Town.

b. WCYCC staff and volunteers will provide tools, supplies, and delivery of fixtures for each individual home water audit service.

c. WCYCC staff and volunteers will obtain all approvals or permits required by the Town in performance of their duties.

d. The County shall maintain records of home water audit services provided to the Town, including the type of installations completed, and the dates of completion.

4. Town Responsibilities.

a. The Town shall allow the County the opportunity to review all public records maintained by the Town for the home water auditing purposes.

b. The Town shall submit other reports as requested by the County for monitoring and evaluation purposes.

5. Compensation. The Parties agree that the Town shall compensate the County for services performed under this IGA as follows:

a. The County shall submit monthly reports/invoices to the Town by the 10th of each month for individual water audit services provided during the previous month.

b. The eligible Town resident that qualified for the home water audit services is not required to contribute to payment for such services. The Town shall pay \$500 to WCYCC for each individual home water audit service, for an amount not to exceed \$25,000.

c. The Town shall pay/reimburse the County for services on a monthly basis by the end of each month.

5. Liability; Insurance. Both Parties are public entities within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended (the "Act"). Each Party agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Each Party shall at all

times during the term of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by one Party, the other Party shall show proof of such insurance. Nothing in this IGA shall be construed as a waiver of the protections of the Act.

6. Confidentiality. As permitted by law, the Parties agree to use their best efforts to: maintain the confidentiality of the eligible Town resident information; not use the information for any purposes other than contained in the scope of work defined in this IGA; and not disclose the information to anyone other than those directly involved with this IGA. Confidential information will not include information that: at the time of disclosure or subsequent to that time is generally available to the public; or is made known to the County by a third party not connected with the Town or the County.

7. Representatives.

For the County:

Elizabeth Barber
Employment Services
Division Head

For the Town:

Eryka Thorley, Sustainability Manager

8. Notice. All notices required under this IGA shall be given by first class U.S. Mail, addressed as follows:

For the County:

Jamie Ulrich, Director
P.O. Box A
Greeley, CO 80632
(970) 400-6581

For the Town:

Eryka Thorley, Sustainability Manager
625 Pierce Street
Erie, CO 80516
(303) 926-2880

9. Independent Contractor. WCYCC is an independent contractor. Notwithstanding any provision in this IGA, all personnel assigned by the County or WCYCC to perform services under this IGA, and remain at all times, employees, or agents of the County or WCYCC, respectively. WCYCC's staff is not entitled to workers' compensation benefits,

unemployment insurance benefits unless unemployment compensation coverage is provided by the WCYCC or some entity other than the Town.

10. Miscellaneous.

a. *Governing Law and Venue.* This IGA shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this IGA by the Town shall not constitute a waiver of any of the other terms or obligation of this IGA.

c. *Integration.* This IGA constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this IGA.

e. *Severability.* If any provision of this IGA is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. *Modification.* This IGA may only be modified upon written agreement of the Parties.

g. *Assignment.* Neither this IGA nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

h. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

i. *Force Majeure.* No Party shall be in breach of this IGA if such Party's failure to perform any of the duties under this IGA is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this IGA due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

j. *Tax Exempt Status.* Both Parties are tax-exempt and are not liable for sales, use, excise, property, or other taxes imposed by any federal, state, or local governmental taxing authority.

h. *Employee Financial Interest/Conflict of Interest.* The signatories to this IGA state that to their knowledge, no employee of the County or the Town has any personal or

beneficial interest whatsoever in the service or property which is the subject matter of this IGA.

In Witness Whereof, the Parties have executed this IGA as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Weld County

Attest: _____
Clerk to the Board

Board of County Commissioners
Weld County, Colorado

By: _____
Deputy Clerk to the Board

Perry L. Buck, Chair