

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF EAGLE, STATE OF COLORADO;

THE COUNTY OF GARFIELD, STATE OF COLORADO;

THE COUNTY OF PITKIN, STATE OF COLORADO;
AND
THE COUNTY OF SUMMIT, STATE OF COLORADO**

**CONCERNING JOINT COOPERATION FOR CHILD WELFARE SUBSTANCE
ABUSE AND MENTAL HEALTH CORE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF EAGLE COUNTY, STATE OF COLORADO**, a body corporate and politic (“Eagle County”); the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, a body corporate and politic (“Garfield County”), the **BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, STATE OF COLORADO**, a body corporate and politic (“Pitkin County”), and **THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY**, a body corporate and politic (“Summit County”). The four (4) named counties are referred to in this IGA, in the aggregate, as “These Counties”.

WHEREAS, These Counties entered into an Intergovernmental Agreement concerning joint cooperation for child welfare substance abuse and mental health core services effective the 1st day of June, 2004; and

WHEREAS, These Counties believe it is in the best interest of each County to enter into a new IGA that updates and restates the terms and agreements of the parties concerning joint cooperation for child welfare substance abuse and mental health core services; and

WHEREAS, These Counties are mandated to provide family preservation services (“Core Services”), through their Departments of Social Services/Human Services (“Department(s)”) by the Colorado Family Preservation Act, § 26-5.5-101, *et seq.*, C.R.S., as amended, and the Colorado Children's Code, § 19-3-208, C.R.S., as amended, with additional funding through the Emergency Assistance for Families with Children at Imminent Risk of Out-of-Home Placement Act, Section 26-5.3-101, *et seq.* C.R.S., as amended, and the federal Social Security Act; and

WHEREAS, the Boards of County Commissioners (“BOCC(s)”) are authorized by statute to exercise contract authority for These Counties, and are specifically authorized, by Section 26-5.5-104, C.R.S., as amended, to enter into contracts with public and private entities to provide Core Services and meet the goals of the Family Preservation Act; and

WHEREAS, each BOCC, sitting as each county's Board of Social Services, is mandated to administer the Social Services Fund by § 26-1-123, C.R.S., as amended; and each BOCC is charged with exclusive budgetary authority for each county by § 30-11-107(2), C.R.S., as amended; and

WHEREAS, These Counties are authorized by Article XIV, Section 18, of the Colorado Constitution, and Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide, and These Counties desire to cooperate in funding and making available to eligible clients mental health and substance abuse Core Services.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, These Counties agree as follows:

1. **SCOPE**. The areas of cooperation among These Counties are funding and the selection of mental health and substance abuse service providers throughout the four (4) county area.

2. **PROJECT FUNDING**. Mental health and substance abuse Core Services are funded through a combination of Colorado Department of Human Service (“CDHS”) funds, managed by These Counties under terms of this IGA, and Federal Social Security Act Alcohol and Drug Abuse Division (“ADAD”) monies, including Additional Family Services funds, managed by a regional Substance Abuse Management Services Organization (“MSO”). Additional ADAD/AFS monies are available for substance abuse services in These Counties through the MSO. CDHS funding levels are subject to change through State fiscal year (July 1 through June 30) appropriation and budgeting, as referenced in paragraph 5, below. Each County participating in this IGA agrees that it will take all action necessary to assure that its portion of available funds are paid, credited or otherwise remitted to Garfield County in order that Garfield County may fulfill its role as the coordinating, contracting and fiscal authority under this IGA.

3. **COUNTY RESPONSIBILITIES**. Garfield County shall be the coordinating county and fiscal authority for mental health and substance abuse Core Services in These Counties. Garfield County, acting through its Department of Human Services (“GARCO DHS”), shall develop, draft, and submit to the CDHS, for approval, the regional (four (4) county) Mental Health and Substance Abuse Core Services Plan (“Plan”), to include the allocated amount, for These Counties, as required by the CDHS. Each of These Counties’ responsibilities shall also include: contracting with their own county providers, management of each provider contract, recording of each provider contract in the statewide “Trails” automated system, and funding oversight. These Counties herein grant signature authority to the Garfield County BOCC and its authorized representatives for execution of the Plan. The GARCO DHS Director or authorized designee shall coordinate meetings of These Counties, each represented by its Human Services Department Director, for the purpose of provider selection, fund management and determination of agreed upon fee-for-services schedules. Each of These Counties shall be responsible for determining the

eligibility of its clients for mental health and substance abuse Core Services and for maintaining provider relations and communications in regard to individual clients.

4. INDEMNIFICATION. To the extent permitted by law, These Counties agree to hold harmless, indemnify and defend each other, including the others' employees, officers, agents and assigns, from any claim, lawsuit, or award of damages to the extent that such claim, lawsuit, or damages arises from the action or inaction of any one party's own officers, employees or agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which each of These Counties would otherwise be entitled under § 24-10-101, *et seq.*, C.R.S., as amended.

5. APPROPRIATION. This IGA is contingent upon Federal and State appropriation and budgeting for the provision of mental health and substance abuse Core Services throughout the four (4) county area.

6. EFFECTIVE DATE. This IGA shall become effective June 1, 2023, no matter the date of execution by each of These Counties.

7. AMENDMENT. This IGA may be amended by These Counties solely through a written agreement signed by each.

8. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counter parts, and facsimile signatures may be substituted for original signatures.

9. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

10. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

11. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

EAGLE COUNTY:

Eagle County Department of Health
& Human Services
Megan Burch, Director
P.O. Box 660
Eagle, CO 81631
Phone: (970) 328-8840
megan.burch@eaglecounty.us

cc:
Eagle County Attorney
P.O. Box 850
Eagle, CO 81631

GARFIELD COUNTY

cc:

Garfield County Department of Social Services
Sharon Longhurst-Pritt, Director
P.O. Box 580
Glenwood Springs, CO 81601
Phone: (970) 945-9191
spritt@garfield-county.com

Garfield County Attorney
108 8th Street, Suite 219
Glenwood Springs, CO 81601

PITKIN COUNTY

cc:

Pitkin County Department of Social Services
Lindsay Maisch, Director
0405 Castle Creek Road, Suite 103
Aspen, CO 81611
Phone: (970) 920-5235
Lindsay.maisch@pitkincounty.com

Pitkin County Attorney
530 E. Main Street, Suite 302
Aspen, CO 81611

SUMMIT COUNTY

cc:

Summit County Department of Social Services
Joanne Sprouse, Director
360 Peak One Dr., Suite 230
Frisco, CO 80443
Phone: (970) 668-9160
joanne.sprouse@summitcountyco.gov

Summit County Attorney
P.O. Box 68
Breckenridge, CO 80424

12. MISCELLAENOUS.

A. This IGA is solely for the benefit for These Counties and shall not be relied upon by any third party as a basis of any claim, lawsuit or complaint.

B. The validity or unenforceability of any provision of this IGA shall not affect the other provisions, and this IGA shall be construed as if such invalid or unenforceable provisions were omitted.

C. In the event that rules promulgated by the CDHS conflict with provisions in this IGA, the state rules shall control.

IN WITNESS THEREOF, These Counties have executed this IGA.

ATTEST:

Clerk to the Board

THE BOARD OF COUNTY COMMISSIONERS
OF EAGLE COUNTY, COLORADO

By: _____
Title: _____
DATE: _____

ATTEST:

Clerk to the Board

THE BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO

By: _____
Title: _____
DATE: _____

ATTEST:

Clerk to the Board

THE BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: _____
Title: _____
DATE: _____

ATTEST:

Clerk to the Board

THE BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

By: _____
Title: _____
DATE: _____

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