



INTERGOVERNMENTAL AGREEMENT

With City of Commerce City

For Love My Air, Colorado Local Entity Air Network (CLEAN), License, Project Resources and Support (revenue)

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into by and between the **Adams County Health Department**, a political subdivision of the State of Colorado (“ACHD”), and **City of Commerce City** ("Client" or “City”). ACHD and the Client may be collectively referred to herein as the “Parties” or individually as “Party.” ACHD and the Client, for the consideration herein set forth, agree as follows:

1. AGREEMENT DETAILS:

Agreement Type			
Agreement Type:	IGA (revenue)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Continuation	
Division:	EH	Program:	Air Quality
ACHD Key Contacts			
ACHD Contracts Administrator			
Name/Title:	ACHD Contracts Administrator		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	Achdcontracts@adamscountyco.gov		
ACHD Authorized Signer			
Name:	Brian Hlavacek		
Title:	Environmental Health Division Director		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	bhlavacek@adamscountyco.gov		
Phone Number:	720.200.1555		
ACHD Additional Contact			
Name:	Renata Trisilawati		
Title:	Community Air Network Coordinator		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	rtrisilawati@adamscountyco.gov		
Phone Number:	720.200.1432		
Client Key Contacts			
Client Name:	City of Commerce City		
Client Authorized Signer			
Name:	Steve J. Douglas		
Title:	Mayor		
Mailing Address:	7887 E 60 th Ave., Commerce City, CO 80022		
Email:	sdouglas@c3gov.com		
Phone Number:	720-379-6919		
Client Additional Contact			
Name:	Melody Mascarenaz		
Title:	Sustainability Manager		
Mailing Address:	7887 E 60 th Ave., Commerce City, CO 80022		

Email:	mmascarenaz@c3gov.com
Phone Number:	303-289-3652
IGA Term	
Start Date:	January 16, 2026
Expiration Date:	January 15, 2031
IGA Documents	
<input checked="" type="checkbox"/> Exhibit A:	Scope of Work and Budget

2. **INCORPORATION OF IGA DOCUMENTS:** The **IGA Document(s)**, specified in the **Agreement Details**, is(are) hereby incorporated into this IGA by reference and Client must comply with all applicable provisions of such. Should there be any discrepancy between the **IGA Document(s)** and this IGA, the terms and conditions of this IGA shall control.
3. **ACTIVITIES:** The Parties will undertake the activities as set forth in **Exhibit A – Scope of Work** (“Activities”).
4. **IGA TERM:** The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date** (“Initial Term”), unless renewed or terminated pursuant to the terms of this IGA. Upon expiration of the Initial Term, this IGA shall automatically renew for up to four (4) additional one-year terms (each a “Renewal Term”), unless either Party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
5. **LICENSE:** The City of Commerce City grants to ACHD a revocable non-exclusive license for the purposes of installing, accessing, maintaining, monitoring, and repairing two air monitors (“Equipment”) located on Client owned property at :
 - Bison Ridge Recreation Center
13905 E 112th Ave.
Commerce City, CO 80022
 - Anythink Libraries - Commerce City Branch
7185 Monaco St
Commerce City, CO 80022

The License extends to the Equipment and to ACHD and their employees, contractors, subcontractors, assigns, and agents. ACHD maintains full responsibility for their employees, contractors, subcontractors, assigns, and agents even when working on Client owned property.

6. **TERMINATION:** Either Party’s failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

Either Party may terminate for convenience, without cause, upon thirty (30) days written notice to the other Party.

7. **MAXIMUM CONTRACT AMOUNT:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SIX AND 00/100 DOLLARS (\$29,376.00) (the “Maximum Contract

Amount”). With an annual payment that shall not exceed four thousand eight hundred ninety-six dollars (\$4,896.00) per term (“Annual Amount”). The Annual Amount will be paid at the beginning of the Initial Term and each subsequent Renewal Term. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by ACHD beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at ACHD’s risk and without authorization under this IGA.

The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the City of Commerce City’s City Council, paid into the Treasury of the City, and encumbered for the purpose of this IGA. The City does not by this IGA irrevocably pledge present cash reserves for payment or performance in future fiscal years. This IGA does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8. **LIABILITY:** Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to this IGA, the limitations on liability provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. Neither Party will be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to this IGA, regardless of any notice of the possibility of such damages.
9. **NOTICES:** All notices provided under this IGA must be in writing, addressed to the Party’s **Key Contacts** as specified in the **Agreement Details**. Any notices given are deemed to have been received and to be effective: **1)** three (3) days after the same shall have been mailed by certified mail, return receipt requested; and **2)** immediately upon hand delivery; or **3)** immediately upon receipt of confirmation that an electronic mail was received.
10. **INDEPENDENT ENTITIES:** Each Party is an independent legal entity from the other for all purposes. Neither Party, its agents, personnel or subcontractors are employees of the other Party for any purpose. Pursuant to the Workers’ Compensation Act §8-40-202(2)(b)(IV), C.R.S., as amended, Client understands that it and its employees and servants are not entitled to workers’ compensation benefits from ACHD. Client further understands that it is solely obligated for the payment of federal and state income tax on any money earned pursuant to this IGA.
11. **INSURANCE:** Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. §24-10-114, as amended.
12. **JURISDICTION AND VENUE:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with Adams County, Colorado.
13. **COMPLIANCE WITH THE LAW:** The Parties shall comply with all applicable federal and state laws, rules, and regulations in effect, or hereafter established.
14. **GOVERNMENTAL IMMUNITY:** Liability for claims for injuries to persons or property arising from the negligence of ACHD, their divisions, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. No term or condition of this IGA shall

be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes.

15. **ASSIGNMENT AND SUBCONTRACTORS**: This IGA may not be assigned or subcontracted by either Party.
16. **WAIVER**: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA.
17. **SEVERABILITY**: If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
18. **THIRD PARTY BENEFICIARIES**: This IGA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this IGA and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this IGA are incidental.
19. **COLORADO OPEN RECORDS ACT**: Both Parties are required to disclose records subject to public release under the Colorado Open Records Act, C.R.S. §24-72-200.1, et seq.
20. **AUTHORIZATION**: Each Party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
21. **ELECTRONIC SIGNATURES**: The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transitions Act, §24-71.3-101 et seq., C.R.S., and the Parties will not deny legal effect or enforceability of this IGA solely because it is electronic form.
22. **INTEGRATION OF UNDERSTANDING**: This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY HEALTH DEPARTMENT:

Signature

Brian Hlavacek, MAS, REHS

Printed Name

Environmental Health Division Director

Title

Date

Approved as to Form

Adams County Attorney's Office

CLIENT:

City of Commerce City

Printed Name

Steve J. Douglas, Mayor

Printed Name

Date

Approved as to Form

Genevieve "Jean" Gill
Assistant City Attorney

Attest

Stephen J. Ruger, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

With City of Commerce City

For Love My Air, Colorado Local Entity Air Network (CLEAN), License, Project Resources and Support
(revenue)

SCOPE OF WORK



2. **PROJECT DESCRIPTION:** The Love My Air (LMA) Colorado Local Entity Air Network (CLEAN) Program empowers communities to live better, longer by reducing air pollution and limiting exposure through behavior changes, advocacy, and community engagement. The Program provides low-cost air sensors, a Program data dashboard, and programming support to increase understanding of the impact of particulate matter on air quality and what individuals can do to protect their health. Through CLEAN, partners host and create programming and communications to raise awareness about air quality, empower individuals to adjust behaviors to reduce air quality impacts, and empower individuals to change behaviors to reduce exposure to poor air quality.
3. **PROJECT OBJECTIVES:**
 - a. Gather real-time, hyper-local air quality data by placing air quality monitoring sensors within the community, in collaboration with community partner organizations.
 - b. Provide community members with easy access to local air quality data through a user-friendly data dashboard.
 - c. Empower communities, families, schools and parks and recreation districts to limit exposure and reduce pollution through behavior change, advocacy, and community engagement.
 - d. Support community partners to incorporate air quality education and information into their diverse programming.
 - e. Convene a cohort of community partners to share lessons learned.
4. **ACHD RESPONSIBILITIES:**
 - a. **Air Quality Sensors.** ACHD will provide, install, and maintain the air quality sensor(s) as detailed in section 5. b. below. Upon termination or expiration of this IGA, Client shall work with ACHD to coordinate the return of air quality sensor(s) to ACHD, as directed by ACHD. This IGA does not confer any title, rights, or ownership of air quality sensor(s) to Client.
 - b. **Convene Partners.** ACHD will convene Client and other partner organizations on a quarterly basis to promote learning and information sharing, focusing on air quality concerns and issues, community engagement activities, coordinated messaging, and continuation of policy/systems change idea sharing and best practices.
 - c. **Access to Data.** ACHD will provide Client with access to air quality sensor data through

its CLEAN data dashboard.

- d. Technical Assistance.** ACHD will provide technical assistance to Client as needed for Client to participate in the Program.
- e. Educational Materials and Information.** ACHD will provide educational materials and information to assist Client with incorporating air quality into their diverse organization activities.

5. CLIENT RESPONSIBILITIES:

- a. Client will exercise reasonable care to ensure air quality sensor(s) are secure and remain in working order.
- b. Client will notify ACHD as soon as possible of any air quality sensor(s) loss or damage. Client is not responsible for costs associated with loss or damage.
- c. Client will participate in quarterly Program meetings hosted by ACHD.

6. PROJECT POINTS OF CONTACT:

- a. Adams County Health Department
 - Renata Trisilawati
 - rtrisilawati@adamscountyco.gov
- b. Client
 - Melody Mascarenaz
 - mmascarenaz@c3gov.com

7. COSTS AND INVOICING:

- a. ACHD will invoice Client upon execution of this IGA, and annually thereafter, at the beginning of each calendar year.
- b. Client will pay invoices from ACHD within sixty (60) days of receipt.
- c. The annual costs are based on a cost-share model and are calculated based on the number of participating partner organizations and sensors. If the annual invoice amount increases by more than twenty percent (20%) of the prior annual invoice amount, ACHD will notify Client in writing and Client will have sixty (60) days to accept the increased invoice amount or terminate this IGA by providing written notice to ACHD of such acceptance or termination.

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