

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE PALMER LAKE POLICE DEPARTMENT  
AND  
UCH-MHS  
FOR  
THE CO-RESPONDER PROGRAM COLLABORATION  
Dated for reference this \_\_\_\_ day of January, 2025

This Intergovernmental Agreement ("IGA"), dated as hereinafter set forth, is made between the Palmer Lake Police Department (hereinafter referred to as the "PLPD" by and through its Municipal Office (hereinafter referred to as "Palmer Lake" and UCH-MHS (hereinafter referred to as "UCH-MHS"). UCH-MHS, and Palmer Lake may be referred to individually as the "Party" and collectively as the "Parties." In consideration of the mutual agreements herein contained, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Paragraph 1. Purpose: The Purpose of this Intergovernmental Agreement (IGA) is to outline certain understandings between UCH-MHS and the PPLD, by and through Palmer Lake regarding their collaboration with the PLPD Co-Responder Program ("Program"), as set forth more fully below. All provisions agreed to by UCH-MHS, and Palmer Lake are set forth in this IGA. The Parties are authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

Paragraph 2. Effective Date and Termination: This IGA is deemed effective as of the \_\_ day of January 2025 ("Effective Date") and shall continue in effect until terminated. Either Party may terminate this IGA upon written notice to the other Party. If the funding grant is not available or not renewed, Palmer Lake will no longer be responsible to the IGA and can terminate with a 30-day notice.

Paragraph 3. No Third-Party Beneficiary: It is expressly understood and agreed that this IGA is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under or resulting from this IGA shall be deemed to be incidental beneficiaries only.

Paragraph 4. Co-Responder Team: Palmer Lake runs a Co-Responder team through the program that responds to behavioral health calls within El Paso County, including but not limited to welfare checks and patient transport for medical clearance. For the Program to be successful, Palmer Lake needs a behavioral health clinician to be part of its team. Nothing in this IGA shall be construed to establish the Crisis Response Team as a separate legal entity as described in C.R.S. §29-1-203(4).

Paragraph 5. Behavioral Health Department: UCH-MHS's Behavioral Health ("BH") Department provides 24/7 specialized behavioral health services in UCH-MHS' s emergency departments and inpatient acute medical units. The BH team includes Behavioral Health Clinicians who specialize in lethality assessments, trauma, mental illness, violence risk, and crisis intervention. The BH team provides comprehensive best practice care and receives recognition from community partners, regulatory agencies, and national consultants as a model program. The Behavioral Health Evaluator Team consists of sixteen (16) clinicians who all have Colorado licensure as either Licensed Professional Counselors (LPC), Licensed Clinical Social Workers (LCSW), or Psychologists.

Paragraph 6. Behavioral Health Clinician: UCH-MHS will provide a Behavioral Health Clinician who will serve on the Team at one (1) full time equivalent ("FTE") and will support the development and implementation of response protocols, maintenance of a current list of community resources for BH or other health and wellness needs, document call disposition and referrals, document follow-up with individuals regarding referrals in record keeping system "EPIC". Behavioral Health Clinicians will also participate in Palmer Lake required training courses and meetings to identify quality improvement opportunities.

The Behavioral Health Clinician will be employed by the University of Colorado Health Authority ("UCHA") or University of Colorado Health ("UCHealth"); his or her employment assignment is at UCH-MHS, and he or she will be supervised by the Manager of Behavioral Health Services. The minimum qualifications for this position are a master's degree and current Colorado license in a behavioral health field, which include Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), and Licensed Addiction Counselor (LAC). May be an unlicensed LSW, SWC, LPCC, or LMFTC, if under clinical supervision by UCH-MHS and the deputy co-signs any document related to a mental health hold. Must also possess at least two (2) years of clinical experience and demonstrated knowledge of community behavioral health resources and services. Experience with law enforcement or community response teams is preferred but not required.

In the performance of a Behavioral Health Clinician on the Team, the Behavioral Health Clinician shall exercise independent professional judgment, and Palmer Lake shall not interfere with the exercise of such judgment, unless such judgement is compromised by a safety issue, then the deputy's judgement will override the Behavioral Health Clinician's judgement.

UCH-MHS reserves the right of direction and control over the Behavioral Health Clinician in all respects, including, but not limited to, in connection with their employment, discipline, employee evaluations, job duties, the establishment of all personnel policies and employee benefit programs for the Behavioral Health Clinician consistent with the human resources policies and procedures of UCH-MHS, the determination of work schedules for the Behavioral Health Clinician consistent with the needs of PLPD, and permitting the Behavioral Health Clinician to take vacations, holiday, and sick leave in accordance with UCH-MHS policies.

Paragraph 7. Behavioral Health Clinician costs/payment: UCH-MHS will provide the Behavioral Health Clinician, as described in Paragraph 6, one (1) FTE with salary and benefits as an employee of UCHA, but the position will be co-located with PLPD. UCH-MHS shall pay its Behavioral Health Clinician for the services he or she provides for this Program. UCH-MHS shall invoice Palmer Lake monthly for the salary and benefits UCH-MHS pays its Behavioral Health Clinician. PLPD shall pay the monthly invoiced amount within forty-five (45) calendar days receipt of invoice. If the assigned Behavioral Health Clinician is unable to fulfill his/her duties (e.g., illness/vacation), or there is increased demand for a Behavioral Health Clinician during an incident, UCH-MHS will assign another Behavioral Health Clinician, as appropriate and if reasonably available. UCH-MHS's Behavioral Health Clinicians who participate in this Program will have the title of Co-Responder Behavioral Health Clinician. PLPD will pay UCH-MHS up to but not exceeding \$120,000 for each Behavioral Health Clinician. If Clinician or Case Managers are working overtime, there will be allowances for the OT to be billed to Palmer Lake as well as market adjustments, raises, and shift incentives. PLPD will be responsible for providing all required communications and data recording equipment. PLPD will additionally be responsible for providing all required safety clothing for all weather conditions (co-responder uniform items must be consistent with other UCHealth co-branded items with municipal or official PLPD branding and must clearly identify "clinician" on the back of outer garments). Year one (1) and year two (2) will have fixed labor costs per this IGA. Any additional years will be subject to increases in labor costs consistent with UCHealth labor cost increases. UCHealth labor costs adjust annually in October of each year and currently average 3.5 to 4.5 percent in base labor rates. Labor cost adjustments will be factored only at renewal periods for this IGA and will not result in an amendment to this IGA prior to the expiration of the IGA period in effect a time of UCHealth labor cost adjustments.

The Parties represent and warrant (a) that the rates paid under the Agreement reflect fair market value for the services performed by the Behavioral Health Clinician; and (b) that such rates do not reflect any payments for referrals between the Parties.

Paragraph 8. Sworn Officer: Palmer Lake will respond to assigned calls according to the Program's procedures and guidelines. Palmer Lake will provide one (1) FTE to serve in this position on a rotating basis to assure that there is consistent coverage and to allow for time off ("Co-Responder Officer"). The Co-Responder Officer will support the creation and implementation of the response procedures, respond to assigned calls, follow standard operating procedures for life safety and Program protocols, and standard operating procedures for documentation of call responses. The Co-Responder Officer will also identify quality improvement opportunities and participate in required training and meetings. Palmer Lake's minimum qualifications for the Co-Responder Officer position are at least one (1) year(s) of patrol or community engagement experience, Crisis Intervention Training "(CIT)" certification, a demonstrated willingness to partner with civilian personnel to accomplish law enforcement outcomes and excellent judgment and decision-making skills.

Paragraph 9. CGIA: No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution. The services that UCH-MHS renders to Palmer Lake, through the

Behavioral Health Clinician under this IGA, will be as an independent contractor with respect to Palmer Lake. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of the other party. The Parties to this IGA are not partners, have not created an employment relationship, or acting as a joint venture because of this IGA.

Paragraph 10. Liability: Each Party agrees to be responsible for its own liability (acts and omissions of its own employees) incurred because of its participation in this IGA, and to defend its own liability actions, should it be needed. In the event any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. In the event any claim is made under this IGA by a Party to this IGA or a third party, each Party will be responsible for its own representation, expenses of litigation or other costs.

Paragraph 11: Severability. It is understood and agreed by the Parties that if any part, term or provision of this IGA is held by a court of competent jurisdiction to be illegal or in conflict with any federal or Colorado state laws, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term or provision determined by the court to be invalid.

Paragraph 12: Governing Law: This IGA shall be governed by and interpreted in accord with the established laws of the State of Colorado. If any action should arise because of a dispute under this IGA, court jurisdiction shall be exclusively in the El Paso County District Court for the Fourth Judicial District of Colorado.

Paragraph 13: Notifications and Correspondence: All notices shall be in writing and shall be valid and sufficient if dispatched via U.S. mail or email to the following individuals:

Palmer Lake: Glen Smith  
Palmer Lake Police Chief  
42 Valley Crescent, PO Box 208  
Palmer Lake, CO 80133

UCH-MHS: Lonnie Kramer  
CEO / UCH-MHS  
1400 E. Boulder St.  
Colorado Springs, CO 80909

Paragraph 14: In performing their respective duties hereunder, the Parties shall conduct themselves in full accordance with all applicable state, federal, and local laws, and regulations.

Paragraph 15: No Party may assign or delegate any of its rights or obligations under this IGA without the prior written consent of the other Party. Any attempted assignment or delegation of a Party's rights claims, privileges, duties, or obligations hereunder without the prior written consent of the other Party shall be null and void.

Paragraph 16: This IGA may be amended, supplemented, or modified at any time by a written instrument duly executed by the authorized representatives of the Parties.

Paragraph 17: This IGA, including any Addenda, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

Paragraph 18: In no event will either Party be liable or responsible for the other Party, or be deemed to have defaulted under or breached this IGA, for any failure or delay in fulfilling or performing any term of this IGA when and to the extent such failure or delay is caused by any other circumstances beyond such Party's reasonable control (a "Force Majeure Event") including: acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this IGA, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt notice to the other Party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Upon completion of the Force Majeure Event, the affected Party must, as soon as reasonably practical, recommence the performance of its obligations under this IGA. For the avoidance of doubt, a failure to compensate UCH-MHS under this IGA shall not be considered circumstance beyond Palmer Lake's reasonable control.

Paragraph 19: In accord with the Colorado Constitution, Article X, Section 20, provision of funding by any Party is expressly subject to annual appropriation of funds by the Parties' governing bodies.

[signature page to follow]

*Dawn A. Collins, CMC, Town Administrator*

*Date*

*Glen Smith, Chief of Police  
Palmer Lake Police Department*

*Date*

*Lonnie Cramer  
UCH-MHS Chief Executive Officer*

*Date*