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RESOLUTION NO. 26-163

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS AND TELLER COUNTY FOR CHILD SUPPORT SERVICE DISRUPTION SUPPORT

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(e) and 30-11-107(1)(e), the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board"), has the legislative authority to represent the County and manage the business and concerns of the County; and

WHEREAS, the El Paso County Department of Human Services, Division of Child Support Services, wishes to enter into an Intergovernmental Agreement (IGA) with Teller County for the purpose of providing assistance in case of a significant child support services disruption; and

WHEREAS, the protocols in this IGA will only be implemented if El Paso County is not constrained by the same event that cause the Teller County disaster recovery assistance request or if El Paso County child support services are disrupted by some other even that prevents El Paso from supporting Teller County under the terms of this IGA; and

WHEREAS, Teller County will reimburse El Paso County for all costs incurred in the event this IGA is implemented; and

WHEREAS, this IGA is in effect through December 31, 2030.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby approves entering into an Intergovernmental Agreement between the El Paso County Board of County Commissioners and Teller County for Child Support Service Disruption Support.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners, a duly elected, and qualified member, or the Vice Chair, a duly elected and qualified member of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Done this 9th day of June 2026 at Colorado Springs, Colorado.

ATTEST:

County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

Chair

Resolution No. 26-163
Attachment

DHS-26-03

INTERGOVERNMENTAL AGREEMENT BETWEEN EL PASO COUNTY

AND

TELLER COUNTY

FOR DISASTER RECOVERY ASSISTANCE IN CASE OF CHILD SUPPORT SERVICES DISRUPTION

WHEREAS, pursuant to §§30-11-101(1)(d)(e), and 30-11-107(1)(e) C.R.S., the Board of County Commissioners of El Paso County, Colorado ("BoCC") has the legislative authority to make all contracts and do all other acts as it deems expedient when deemed by the BoCC to be in the best interests of the County and pursuant to §29-1-203, C.R.S., governments are authorized to operate and contract with one another to provide services; and

WHEREAS, this Intergovernmental Agreement (IGA) is between El Paso County and Teller County regarding the provision of Disaster Recovery Assistance in Case of Child Support Services Disruption; and

WHEREAS, this IGA is entered into in order to memorialize protocols to be implemented if the following circumstances occur: Teller County Title IV-D child support services are disrupted for a period of four business days or longer; Teller County cannot find alternative means within Teller County to provide these services; and Teller County chooses to implement the terms of this IGA.

WHEREAS, the protocols in this IGA will only be implemented if El Paso County is not constrained by the same event that caused the Teller County disaster recovery assistance request or if El Paso County Title IV-D child support services are disrupted by some other event that prevents El Paso County from supporting Teller County under the terms of this IGA; and

WHEREAS, it is the intent that by entering into this Agreement that Teller County is in compliance with the Colorado Department of Human Services, Division of Child Support Services, Annual Plan requirement that counties with fewer than five child support workers enter into an Agreement with another county to provide assistance in case of a significant child support services disruption .

NOW, THEREFORE, for the reasons stated above and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Parties agree to the following:

AGREEMENT

I. PARTIES

This Agreement is made between the following agencies:

The Board of County Commissioners of El Paso County, Colorado, for the benefit of the El Paso County Department of Human Services, located at 1675 W. Garden of the Gods Road, 3rd Floor, Colorado Springs, CO 80907.

And

Teller County Department of Human Services, located at 800 Research Drive Suite 100 Woodland Park, CO 80863

II. TERM AND EFFECTIVE DATE:

This IGA will be in effect through December 31, 2030. This IGA may be terminated by either county at any time upon a thirty-day written notice provided to the other county's County Administrator by the county wishing to end the IGA.

III. OBLIGATIONS:

1. This IGA is not intended to be used in situations that materially impede or disrupt service delivery for three business days or fewer but is instead intended for material disruptions that are projected to last for four business days or longer and Teller cannot find alternative means within Teller County to provide the services.

2. Once the terms of this IGA are placed into effect, they will remain in effect until Teller County notifies El Paso County that Teller County can resume full responsibility for the Teller County Child Support Services caseload.

3. Attachment A describes the activities and services that El Paso County will provide Teller County if an event occurs that triggers the terms of this IGA and said attachment is incorporated herein by reference.

4. Attachment B lists the kind and rate of compensation that Teller County will pay El Paso County if an event occurs that triggers the terms of this IGA and said attachment is incorporated herein by reference.

5. If an event occurs that triggers this IGA, YoungWilliams P.C., the vendor providing Child Support Services for both counties, will track costs associated with El Paso County's efforts to support Teller County and provide El Paso County an invoice at the end of the month. Teller County agrees to pay the balance due on the invoice within 30 days of receipt of the same. If there is a conflict over any charges, the County Administrators from both counties, or their designees, will work to resolve the differences. If there is no resolution, the Offices of the El Paso County Attorney and the Teller County Attorney will settle upon an appropriate amount based on their respective reviews.

6. Child Support Services in both Teller and El Paso Counties are provided by employees of YoungWilliams P.C. acting as an independent contractor to the counties. As such, YoungWilliams P.C. is solely responsible for its employees' compensation, benefits, payroll taxes, and insurance, to include workers' compensation insurance and unemployment insurance.

IV. LIABILITY:

1. CGIA: No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations 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. Nothing in this IGA shall be construed to place the personnel of the Party under the control or employment of the other party. The Parties to this IGA are not partners or acting as a joint venture as a result of this IGA.
2. Liability: Each Party agrees to be responsible for its own liability (acts and omissions of its

own employees) incurred as a result 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.

V. 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.

VI. 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 as a result of a dispute under this IGA, court jurisdiction shall be exclusively in the District Court of El Paso County.

VII. 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:

El Paso County:
El Paso County Department of Human Services
Rachel Norris
Contracts and Internal Compliance Manager
1675 West Garden of the Gods Rd. 3rd Fl
Colorado Springs, CO 80907
RachelNorris@elpasoco.com

Teller County:
Teller County Department of Human Services
Kim A. Mauthe, Director
800 Research Drive Suite 100
P.O. Box 7245
Woodland Park, CO 80863
Kim.Mauthe@state.co.us

VIII. APPROPRIATION:

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.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on the 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

BY: _____
CHAIR

ATTEST:

BY: _____
COUNTY CLERK AND RECORDER

APPROVED AS TO FORM:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

TELLER COUNTY

BY: _____

Attachment A – Activities and Services

If an event occurs that triggers this IGA, Teller County and El Paso County will work together expeditiously to provide child support services under Title IV-D of the Social Security Act. Currently, YoungWilliams P.C. provides those services to both Teller County and El Paso County, and it is the intent of the IGA that YoungWilliams' staff, its successor's staff or a combination of Teller's and/or El Paso's staff, provide the following services:

1. Transfer and receive telephonic and email communication from child support customers, and anyone else communicating with Teller County Child Support Services (TCSS);

2. Accommodate up to three TCSS workers in El Paso County, including a workspace; if any of the TCSS workers do not have a Teller County computer or monitor(s), El Paso County will provide the workers with a computer, monitor(s), a keyboard, and a mouse. There shall be connectivity to a printer for TCSS workers.

3. If TCSS does not provide its own mailing supplies and postage, El Paso County will supply them.

4. Electronic linkage to the state child support computer system, ACSES, shall be made available through the TCSS computers or those provided by El Paso County to TCSS workers. TCSS workers will work independently of the El Paso Child Support Services (EPCSS) workers by logging into ACSES for Teller-only cases. Teller County certifies that any TCSS worker accessing ACSES has an active Internal Revenue Services (IRS) certificate permitting access to FTI data and has gone through state confidentiality training. Any TCSS worker's IRS finding of an IRS violation under IRS Publication 1075 or state confidentiality statute or rule that occurs during the use of this IGA is the sole responsibility of Teller County and the worker, indemnifying El Paso County.

5. Parking will be provided to TCSS workers during the term the IGA is in place, if the TCSS workers are not working remotely.

6. If TCSS cannot provide any workers, El Paso County agrees to designate one or two EPCSS workers to be responsible for maintaining the TCSS caseload during the term the IGA is in place. An EPCSS supervisor or manager may respond to escalated issues if the TCSS supervisor is unavailable, and the time that the manager or supervisor spends on the TCSS caseload will be recorded for reimbursement reasons. El Paso County agrees that any EPCSS worker assigned to the Teller County caseload has an active IRS certificate and follows state statutes and rules regarding confidentiality and is personally responsible for any IRS violation.

7. Reimbursement rates for El Paso County's costs are listed in Attachment B.

Attachment B – Kind and Rate of Compensation

If an event occurs that triggers this IGA and El Paso provides any of the following, Teller County agrees to reimburse El Paso County for its actual direct costs. which may include but not be limited to:

a. Office space will be prorated by the number of TCSS or EPCSS workers who are assigned to Teller County cases during the IGA's implementation. Additional proration occurs for the number of business days in a month in which the IGA is in effect.

b. Parking will be paid by the half month. If a TCSS worker uses a county parking facility between the 1st and 15th of a month, half of a monthly parking charge will be invoiced. If that worker also works in El Paso County from the 16th to the end of the month, that half of a month of county facility parking cost will also be charged.

c. Any mail costs of Teller County mail in which the county's mailroom is used will be passed through to Teller County on the invoice.

d. Teller County will supply its own paper and envelopes.

e. If El Paso County or EPCSS workers are used in lieu of TCSS workers, the actual salary and fringe costs for those workers will be invoiced based on the number of hours worked on Teller County child support cases, their hourly salary rate, which is fully loaded with fringe and benefit costs.

f. Any work-related travel costs will be borne by Teller County.

g. Where possible, Teller County employees shall bring their own laptop or desktop computer, with wi-fi or air card support.

h. Any other actual direct costs incurred by El Paso County not specified above that, but for the implementation of the IGA, would not have been incurred by El Paso County, will be paid by Teller County.