

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF SHERIDAN,
ENGLEWOOD, LITTLETON AND THE COUNTY OF ARAPAHOE, COLORADO FOR
THE DEVELOPMENT OF A TRI-CITIES HOMELESSNESS COORDINATOR
POSITION**

This Intergovernmental Agreement (the “Agreement”) is entered into and effective as of this ____ day of _____, 2024 by and between the City of Sheridan, Colorado a home rule municipality in the State of Colorado located at 4101 S. Federal Boulevard, Sheridan, Colorado, 80110, the City of Englewood, a home rule municipality of the State of Colorado located at 1000 Englewood Parkway, Englewood, Colorado 80110, the City of Littleton, a home rule municipality of the State of Colorado located at 2255 W. Berry Avenue, Littleton, Colorado 80120 (hereafter referred to as the “Cities”), and the County of Arapahoe, a statutory county of the State of Colorado located at 5334 South Prince Street, Littleton, Colorado, 80120 (hereinafter referred to as the “County”). The Cities and the County may be individually referred to as the “Party” or collectively referred to herein as the “Parties”.

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, Sections 28-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Cities and County are all experiencing an increase of homelessness in their communities; and

WHEREAS, in 2019 the Cities along with the County, engaged the University of Denver Graduate School of Social Work to perform an initial assessment which interviewed and analyzed data from both single persons and families experiencing homelessness; and

WHEREAS, with the conclusion of the initial assessment, the Parties engaged Florence Aliese Advancement Network, LLC, to develop an incremental operational action plan organized into priority areas, such as family homelessness and governance, with recommendation for action-steps based on national and regional best practices; and

WHEREAS, a written Tri-Cities Homelessness Plan of Action (“Action Plan”) developed by Florence Aliese Advancement Network, LLC identified stakeholder roles and responsibilities and identified current and/or potential future funding opportunities including strategic steps based on regional and national best-practices and local culture, to create a solid foundation for a coordinated response system; and

WHEREAS, the cities have updated and rewritten the Tri-Cities Homeless Plan of Action (“Action Plan”) to reflect work completed by the Tri-Cities Homeless Coordinator over the last two year period and to reflect the focus of work for the upcoming two year period; and

WHEREAS, the Action Plan was adopted by the Cities and calls for the establishment of a Tri-Cities Homelessness Coordinator (“Coordinator”) to coordinate the implementation of the plan

in a manner to ensure connection to homelessness work and goals established by the County and regional best practices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

The recitals set forth above are incorporated into this Agreement and shall be deemed to be terms and provisions of this Agreement, to the same extent as if fully set forth in this section.

I. Roles of the Parties

A. The County agrees to:

1. Provide oversight of the Coordinator through the Community Resources Department, Community Development, Housing, and Homeless Services (CDHHS) Division, who will provide day to day oversight of the Coordinator.
2. Provide employment to Coordinator.
 - a. Provide employment to the Coordinator.
 - b. Provide payments to Coordinator.
 - c. Provide appropriate County benefits to the Coordinator.
3. Provide materials and a workspace for the Coordinator.
 - a. Provide a workspace, in close proximity to that of the County CDHHS team, for the Coordinator.
 - b. Provide a computer, County email address, and cell phone for the Coordinator.
4. Provide funding only for projects reviewed and approved by the Board of County Commissioners. The County is not committing any funding based on the workplan without further approval as required by this paragraph.

B. The Cities agree to:

1. Provide funding for the Coordinator.
 - a. With an estimated annual cost of \$120,000, including benefits and materials and the County’s delivery of services, the City of Englewood agrees to pay \$48,000 per year for the term of the agreement, the City of Littleton agrees to pay \$60,000 per year for the term of the agreement, and the City of Sheridan agrees to pay \$12,000 per year for the term of the agreement.
 - b. With an estimated annual cost of \$185,000, the Cities agree to provide the County with funding to execute projects including in the Action Plan:

| Action Plan Theme | Project | Approximate Cost |
|--------------------|--|------------------|
| Single Adult Theme | Create an online platform to request homelessness services | \$10,000 |
| Single Adult Theme | Pilot a safe parking program | \$25,000 |
| Single Adult Theme | Strengthen outreach to landlords | \$25,000 |

| | | |
|---------------------|---|----------|
| Single Adult Theme | Sponsor a permanent supportive housing feasibility analysis | \$50,000 |
| Family System Theme | Designate a lead service provider | \$50,000 |
| Family System Theme | Peer-based support model | \$25,000 |

Based on the agreed upon funding split, of the total project cost of \$185,000, the City of Littleton will provide \$92,500, the City of Englewood will provide \$74,000, and the City of Sheridan will provide \$18,500. The County will bill the cities twice each fiscal year, on January 1, 2025; July 1, 2025; January 1, 2026; and July 1, 2026 based on an agreed upon implementation schedule for the projects included in this Agreement. All activities or projects outlined in Tri-Cities action plan must comply with the County's procurement policies, local government procurement regulations, and applicable state and federal laws. This compliance includes following any competitive bidding requirements, conflict of interest policies, and environmental guidelines.

- c. The Cities have developed and revised the Action Plan that will drive the work of the Coordinator. The Cities will ensure the Action Plan is up to date through the Coordinator’s period of employment, and with approval of the County, will fund the Action Plan using a similar cost share as that described for the coordinator costs, with the City of Littleton contributing \$62,500 in addition to its proportional share during this agreement period to accelerate and expand the impact of these efforts.

C. The Cities and the County agree to jointly:

- 1. Hire a Tri-Cities Homelessness Coordinator. The County will post the position and refer candidates to the Cities and will coordinate interviewing with the Cities.
- 2. The Cities will recommend a candidate for the Tri-Cities Homelessness Coordinator to the County.
- 3. The Cities and the County will review the annual performance of the Coordinator, through the counties established performance review timeline and process.

II. Reporting

- 1. Tri-Cities Homelessness Policy Committee:
 - a. On a monthly basis, the Coordinator will file a short report and present it to the monthly meeting of the Tri-Cities Homelessness Policy Committee.
 - b. The monthly reports to the Tri-Cities Homelessness Policy Committee should provide a summation of key milestones achieved and deliverables met, as well as any major challenges encountered.
 - c. The report should be filed three days before the meeting and shall be sent to the City Manager’s Office of the City that is coordinating the Committee that year.

2. CDHHS and Tri-Cities Management:
 - a. On a regular and as needed basis, the Arapahoe County CDHHS Division leadership will meet with the Tri-Cities designated management to discuss progress and plans.
3. Councils and Board of County Commissioners:
 - a. On a quarterly basis, the Coordinator will enter performance metrics identified through the Action Plan into the electronic dashboard for tracking on each project.
 - b. On an annual basis, the Coordinator will develop and file an annual report and present it to scheduled meetings of each of the three City Councils as well as the Arapahoe County Board of County Commissioners.
 - c. The report to the Councils and Commissioners should be a detailed progress update, including a status update on each deliverable and data towards metrics included in each plan.
 - d. The date of the report and filing deadlines should be coordinated with the City Manager’s Office and City Clerk in each city.

III. Time Period

The time period of this Agreement shall run for two years, beginning on January 1, 2025, and ending on December 31, 2027. This Agreement can be renewed for additional one-year periods by written agreement of the Parties after the initial term expires.

IV. Notices

Any notice, demand, or request required by or relating to this Agreement shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the addresses set forth herein.

CITY OF SHERIDAN:
 City of Sheridan
 4101 S. Federal Boulevard
 Sheridan, CO 80110
 Attn: Devin Granberry
 Telephone: (303)762-2200
 Facsimile: (303)438-3398
 E-mail: dgranberry@ci.sheridan.co.us

CITY OF ENGLEWOOD:
 City of Englewood
 1000 Englewood Parkway
 Englewood, CO 80110
 Attn: J. Shawn Lewis
 Telephone: (303)762-2310
 Facsimile: (303)762-2310
 E-mail: slewis@englewoodco.gov

CITY OF LITTLETON:
 City of Littleton
 2255 W. Berry Avenue
 Littleton, CO 80120
 Attn: Jim Becklenberg
 Telephone: (303)795-3720
 Facsimile: (303)795-3818
 E-mail: jbecklenberg@littletongov.org

ARAPAHOE COUNTY
 Arapahoe County
 5334 South Prince Street
 Littleton, CO 80120-1136
 Attn: Katherine Smith
 Telephone: (303)738-8040
 Facsimile: (303)738-8099
 E-mail: ksmith@arapahoe.gov

V. Additional Terms

- A. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this agreement.
- B. Amendments. This Agreement shall be amended only by a written document approved by the governing bodies of all of the Parties; provided, however, that such agreement will not affect other outstanding financial obligations of the Parties unless provisions for full payment of such obligations, by escrow, or otherwise, has been made pursuant to such obligations.
- C. Non-Appropriation. This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.
- D. Termination for Non-Appropriation. Notwithstanding any above-stated notice requirement, this Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. A Party shall give the other Parties written notice of such non-appropriation. Such withdrawal shall not impose a penalty against the Parties in the event of a failure to appropriate sufficient funds
- E. No Assignment. This Agreement may not be assigned by any Party.
- F. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstances of any court having competent jurisdiction, the remainder of this Agreement, and the application and effect of its terms, covenants, or conditions to such persons, corporations, or circumstances shall not be affected thereby.
- G. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Parties, their employees and volunteers, under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq., as may be amended.
- H. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County.
- I. Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.
- J. Execution. This Agreement may be executed in several counterparts, and by facsimile, or electronic pdf, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused to be executed this Intergovernmental Agreement regarding the Tri-Cities Homelessness Coordinator.

CITY OF SHERIDAN

Name:
Title:
Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF ENGLEWOOD

Name:
Title:
Date: _____

ATTEST:

APPROVED AS TO FORM:

ARAPAHOE COUNTY

Name:
Title:
Date: _____

ATTEST:

CITY OF LITTLETON

Name:
Title:
Date: _____

ATTEST:

APPROVED AS TO FORM:
