

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CENTENNIAL
AND THE COUNTY OF ARAPAHOE, COLORADO FOR THE DEVELOPMENT OF A
CENTENNIAL HOMELESS OUTREACH LIAISON POSITION**

This Intergovernmental Agreement (the “Agreement”) is entered into and effective as of this ____ day of _____, 2022 by and between the City of Centennial, Colorado a home rule municipality in the State of Colorado with offices located at 13133 E Arapahoe Road, Centennial, Colorado, 80112, 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;

WHEREAS, the City and County are both experiencing an increase of homelessness in their communities; and

WHEREAS, in 2022, the City expressed an interest in collaborating with the County on a homeless outreach specific employment position, to be titled the Centennial Homeless Outreach Liaison (hereinafter referred to as the “Liaison”), to provide resources and assistance to unhoused individuals in the City of Centennial.

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. Agreements Related To Liaison Position and Workplan

A. The City and the County agree:

1. That the County shall hire the Liaison in collaboration and with input from the City on the selection of the person who fills such position.
2. That such person shall, at all times, be an employee of the County and the County shall be solely responsible for all compensation, benefits, insurance and employment-related rights of the Liaison and comply with all laws, regulations and other requirements and standards applicable to employees; and the City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Liaison.
3. To jointly develop the workplan and job description to outline the scope of work to be provided by the Liaison. The City, in coordination with Arapahoe County, will develop a job description/workplan to guide the work of the Liaison in coordination with the City and County’s priorities in the area of homelessness. The workplan will be approved by the County prior to the enactment of the workplan.

B. The County agrees to:

1. Provide supervision of the Liaison through its Community Resources Department, which will provide day to day oversight of the Liaison.
2. Employ the Liaison.
 - a. Provide compensation and appropriate County benefits to the Liaison and maintain an employer/employee relationship with the Liaison.
3. Provide materials and a workspace for the Liaison.
 - a. Provide a workspace, which may be a shared workspace, in close proximity to Centennial.
 - b. Provide a computer, County email address, and cell phone for the Liaison and other equipment and materials as necessary to satisfactorily perform the functions outlined in the agreed upon workplan/job description.
 - c. Provide fleet management for the vehicle purchased for and utilized by this position.

C. The City agrees:

1. To provide funding for the Liaison.
 - a. With an estimated total cost of \$100,000, including benefits and materials, the City of Centennial agrees to pay \$100,000 per year for the term of the Agreement. Such payments shall be prorated and invoiced on a prorated month to month basis upon receipt of a monthly invoice therefor from the County. The City shall pay each such invoice net thirty (30) days. The invoiced amount shall be reduced on a prorated basis for any times that the position of Liaison remains vacant.
 - b. With an estimated cost of \$40,000, one-time, the City of Centennial agrees to purchase a vehicle for the use of this position.
2. The City acknowledges and agrees that the County is obligated to provide funding only for projects reviewed and approved by the Board of County Commissioners and that the County is not committing any funding based on a future established workplan without further approval as required by this paragraph.

II. Reporting

1. Homeless Coordinating Committee:
 - a. The work plan jointly developed as contemplated by this Agreement shall require the Liaison to regularly report during each scheduled meeting of the Homeless Coordinating Committee in a form and as requested by such Committee and should, at a minimum, provide a summation of key milestones achieved and deliverables met, as well as any major challenges encountered.
2. Community Resources and Centennial Management:
 - a. On a monthly basis or on a schedule as agreed to between such persons, , the designated Arapahoe County Community Resources Department leadership will meet with the Centennial designated management to discuss progress and plans for the ongoing work of the Liaison.

3. City Council and Board of County Commissioners:
 - a. The work plan jointly developed as contemplated by this Agreement shall require the Liaison to report on a semi-annual basis, to scheduled meetings of the City Council as well as the Arapahoe County Board of County Commissioners with a detailed progress update, including a status update on each deliverable and data towards metrics included in each plan.
 - b. The date of the report and filing deadlines should be coordinated with the City Manager's Office and City Clerk as well as the Board of County Commissioner's Office. The reports to the Centennial City Council must be made in January or February of each calendar year and shall be in person as may be requested by the City.

III. Term and Termination

- A. Subject to the limitations as set forth in Section V(C) and (D) of this Agreement, the time period of effectiveness of this Agreement shall be three years and three months, beginning on October 1, 2022, and ending on December 31, 2025 ("Initial Term"). This Agreement may be renewed for additional one-year periods by written agreement of the Parties after the Initial Term expires.
- B. Either Party may terminate this Agreement for convenience with at least thirty (30) days advance written notice to the other. In the event of such termination, the County has sole discretion to determine the employment status of the Liaison at the conclusion of any period for which the City has provided funding hereunder.

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 CENTENNIAL:

ARAPAHOE COUNTY:

City of Centennial 13133 E Arapahoe Rd Centennial, CO 80112 Attn: Elisha Thomas Telephone: (303)325-8000 Facsimile: E-mail: ethomas@centennialco.gov	Arapahoe County 5334 South Prince Street Littleton, CO 80120-1136 Attn: Katherine Smith Telephone: (303)738-8041 Facsimile: (303)738-8099 E-mail: ksmith@arapahoe.gov
With a copy to:	With a copy to:
City Attorney	

City of centennial 13133 East Arapahoe Road Centennial, CO 80112	
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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.
- 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 Agreement.

CITY OF CENTENNIAL

ARAPAHOE COUNTY

Name:

Name:

Title:

Title:

Date: _____

Date: _____

ATTEST:

ATTEST:

APPROVED AS TO FORM:
