

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CENTENNIAL
AND THE COUNTY OF ARAPAHOE, COLORADO FOR THE DEVELOPMENT AND
HIRING 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 (hereinafter referred to as the “City”), 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 City 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, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City, fully located within the County, and the County are both experiencing an increase of homelessness in the community; 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 and in areas of the County adjacent to the City.

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 Work Plan

A. The City and the County agree:

1. That the following persons shall hold primary responsibility for the administration and assigned decision making and collaboration required under this Agreement:
 - a. City Representative: _____
 - b. County Representative: _____
2. That the County shall develop a job description and hire the Liaison in collaboration and with input from the City on the job description (“Job Description”) and selection of the person who fills such position.
3. That the Liaison 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 to 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.

4. To jointly develop a work plan consistent with the Job Description to outline the scope of work to be provided by the Liaison (“Work Plan”), and to amend such Work Plan from time to time as mutually agreed between the City representative and the County Representative, which Work Plan shall guide the work of the Liaison in coordination with the City and County’s priorities in the area of homelessness. The Work Plan will be approved by the parties through the City Representative and the County Representative prior to the enactment of the Work Plan.
5. To jointly resolve any issues of dissatisfaction by either party with the job performance of the Liaison as follows:
 - a. The dissatisfied party’s Representative shall notify the other party’s Representative should any personnel problem arise with regard to the Liaison and shall include the known facts which give rise to the problem.
 - b. The County may address the problem within the requirements of the law and the County’s policies. To the extent legally permissible, the County shall provide the City Representative with a report outlining the actions taken, if any, by the County to redress the personnel problem.
 - c. Nothing in this Section shall be construed to abrogate in whole or in part the right of the County to hire, discipline, fire, or otherwise manage its workforce.

B. The County agrees to:

1. Provide services identified in the Work Plan, as may be amended, to the City through the Liaison.
2. Provide supervision of the Liaison through its Community Resources Department, which will provide day to day employment oversight and supervision of the Liaison.
3. Employ the Liaison.
 - a. Provide compensation and appropriate County benefits to the Liaison and maintain an employer/employee relationship with the Liaison in similar manner as all other employees of the County.
4. Enforce its personnel policies, including its policy for a drug-free workplace, as to the Liaison in similar manner as all other employees of the County.
5. Provide appropriate materials and a workspace for the Liaison in similar manner as all other employees of the County.
 - a. Provide a workspace, which may be a shared workspace, in close proximity or within the boundaries of the City.
 - b. Provide resources, materials, overhead, administrative and other support deemed by the County as necessary for the Liaison to provide the services described in the Work Plan, which shall include but not be limited to 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 Work Plan in similar manner as all other employees of the County.

- c. Provide a new motor vehicle for use by the Liaison to satisfactorily perform the functions outlined in the agreed upon Work Plan in similar manner as all other County employees needing a vehicle to perform their job duties. The City Representative and the County Representative shall agree in writing in advance (to include e-mail) on the specifications of the motor vehicle to be purchased.
 - i. The vehicle purchased for use by the Liaison to fulfill the duties of the job shall be dually branded with both the City and the County logos and with markings indicating that it is for use in providing Homelessness Outreach in a manner as approved by the City Representative and the County Representative.
 - ii. Upon termination of this Agreement, the vehicle purchased by the County for use by the Liaison to fulfill the duties of the job shall be deeded by bill of sale to the City at no cost to the City in its then as-is condition
 - iii. Provide fleet management, insurance, gas, repair and other maintenance for the vehicle in similar manner as all other vehicles of the County.

C. The City agrees:

1. To provide annual funding for the Liaison position and Work Plan as follows:
 - a. With an estimated total cost of \$100,000, including benefits, training and development, and materials, the City agrees to pay \$100,000 to the County per year for the term of the Agreement to help fund the Liaison position. Such payments shall be prorated and invoiced on a 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. The City further agrees to pay an amount not to exceed \$2,000 per year for the term of the Agreement to the County to reimburse the actual costs for a cell phone to be assigned to and used by the person holding the Liaison position to complete the Work Plan and for expenses related to hygiene kits and food/water distributed by the Liaison in accordance with the Work Plan. Such reimbursements shall be invoiced on a month-to-month basis upon receipt of the monthly invoice therefor from the County as set forth in paragraph (I)(C)(1)(a) above.
2. To provide one-time funding in an amount not to exceed \$40,000 to the County for the purchase of the motor vehicle described herein to be used by the Liaison, such amount to be paid net thirty (30) upon receipt of a monthly invoice therefor from the County.
3. 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 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 County Representative will meet with the City Representative to discuss progress and plans for the ongoing work of the Liaison.
3. City Council and Board of County Commissioners:
 - a. The Work Plan 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 the Work 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 one month, beginning on December 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 monthly 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	Arapahoe County 5334 South Prince Street Littleton, CO 80120-1136
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Centennial, CO 80112 Attn: Elisha Thomas Telephone: (303)325-8000 Facsimile: E-mail: ethomas@centennialco.gov	Attn: Katherine Smith Telephone: (303)738-8041 Facsimile: (303)738-8099 E-mail: ksmith@arapahogov.com
With a copy to:	With a copy to:
City Attorney City of Centennial 13133 East Arapahoe Road Centennial, CO 80112	Arapahoe County Attorney 5334 S. Prince St. Littleton, CO 80120-1136

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:
Title:
Date:_____

Name:
Title:
Date:_____

ATTEST:

APPROVED AS TO FORM:

ATTEST:
