

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

This Intergovernmental Agreement (the "Agreement") is entered into and effective as of this ____ day of _____, 2021 by and between the City of Sheridan, Colorado, a home rule municipality of the State of Colorado located at 4101 S. Federal Blvd, 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, (hereinafter 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 29-1-203 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 desire to engage Florence Aliese Advancement Network, LLC for the development of an incremental operational action plan organized into priority areas, such as healthcare and affordable housing, with recommendations for action-steps based on national and regional best-practices; and

WHEREAS, a written action plant will identify stakeholder roles and responsibilities, and identify 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 plan will focus on establishing a baseline framework to support immediate and future individual jurisdictional and intra-regional homelessness strategies. It will seek identification of action steps and facilitate a prioritization process to sequence immediate, mid-term and long-term activities, programs and policy advocacy.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein the parties agree as follows:

AGREEMENT

1. Initial Projects. The Parties shall retain Florence Aliese Advancement Network, LLC, as set forth in the Professional Services Agreement ("PSA/20-88"), along with Attachment A - Outline of Statement of Work, attached thereto, in the amount of \$11,400.00, which cost shall be shared as follows: the Cities of Englewood and Littleton, and Arapahoe County shall each pay \$3,300.00, and the City of Sheridan shall pay \$1,500.00.

2. Additional Projects and Activities. The Parties anticipate that the Initial Projects will bring about other projects and activities, for which the Parties will desire to work together to address the issues of homelessness in their communities.

3. Term. This Agreement shall continue until the Parties desire to end their co-operative efforts or the Agreement is terminated by any Party which may be done at any time, with or without cause upon a Party providing no less than 30 days written notice to the other Parties' and upon fulfillment of any existing financial obligations.

4. Non-Appropriation. All financial obligations of a Party under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated by such Party for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

5. 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 Blvd.
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 Ave.
Littleton, CO 80120
Attn: Mark Relph
Telephone: (303) 795-3720
Facsimile: (303) 7953818
E-mail: mrelph@littletongov.org

ARAPAHOE COUNTY

Arapahoe County
Address: 5334 S. Prince Street
Littleton, CO 80120-1136
Attn: Michelle Halstead
Telephone: (303) 795-4530
Facsimile: (303) 738-7894
E-mail: mhalstead@araphoegov.com

6. 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.
7. 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 amendment will not affect other outstanding financial obligations of the Parties unless provision for full payment of such obligations, by escrow, or otherwise, has been made pursuant to such obligations.
8. No Assignment. This Agreement may not be assigned by any Party.
9. 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.
10. 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.
11. Governing Law, Jurisdiction and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County.
12. 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.
13. 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 WHEREOF, the Parties have caused to be executed this Intergovernmental Agreement regarding the Tri Cities Homeless Plan of Action.

CITY OF SHERIDAN

Name: Devin Granberry
Title: City Manager
Date:_____

ATTEST:

APPROVED AS TO FORM:

, City Attorney

ARAPAHOE COUNTY

Name: Nancy Jackson
Title: Commissioner, Chair of the Board
Date:_____

ATTEST:

APPROVED AS TO FORM:

John Christofferson, Deputy County Attorney

CITY OF ENGLEWOOD

Name: Linda Olson
Title: Mayor
Date:_____

ATTEST:

Stephanie Carlile, City Clerk

APPROVED AS TO FORM:

, City Attorney

CITY OF LITTLETON

Name: Mark Relph
Title: City Manager
Date:_____

ATTEST:

, City Clerk

APPROVED AS TO FORM:

Reid Betzing, City Attorney