

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made this 15th day of July, 2014, between the LITTLETON HOUSING AUTHORITY D/B/A SOUTH METRO HOUSING OPTIONS, an independent Colorado body corporate and politic ("Authority"), and the CITY OF LITTLETON, COLORADO, a municipal corporation of the State of Colorado ("City").

WHEREAS, the Authority has provided, and continues to provide, affordable housing in the City including, but not limited to, managing projects owned by the City; and

WHEREAS, the City has provided, and continues to provide, certain services that benefit the day-to-day administrative functioning of the Authority.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the Authority and the City agree as follows:

I. SERVICES PROVIDED BY THE CITY TO THE AUTHORITY

- 1) The City shall provide the following human resource services, which shall be billed to the Authority at the following rates:
 - a. New hire and benefits orientation, COBRA administration, administration and maintenance of Human Resources Information Systems, records management and compliance, claims/benefits assistance, benefit renewal and promotion (\$2,050 annually);
 - b. Software, migration and implementation for second Employee Identification Number (\$5,000 for 2014 only);
 - c. Human Resources Management System annual maintenance (\$2,500 annually; additional 5% annually beginning in 2016);
 - d. Wellness screenings (\$120 annually per employee);
 - e. Pre-employment screenings, to be conducted at the City's health clinic when coordinated with the City's human resources representative (\$87 per screening).
- 2) The City shall allow employees of the Authority to participate in the City's medical, dental, life insurance, accidental death, and long term disability plans, upon such terms and conditions as are available to City employees, unless limited or precluded by any specific insurance contract. The City shall provide a monthly bill to the Authority for all premiums and related costs, and the Authority shall reimburse the City for these premiums and costs.

- 3) The City shall service and maintain Authority vehicles. The Authority shall be charged at the rate applicable to City departments. The City shall provide a monthly bill to the Authority for actual maintenance and agreed upon service work performed on the vehicles, and the Authority shall reimburse the City for these costs.
- 4) The City shall provide the Authority access to the City's printing shop for services and supplies. The Authority shall be charged at a rate applicable to City departments. The City shall provide a monthly bill to the Authority for these costs, and the Authority shall reimburse the City for these costs.
- 5) The City shall periodically provide the Authority copies of any updates to, or revisions of, the City's personnel policies and procedures, and the City hereby grants permission to the Authority to use the City's personnel policies and procedures in the development or revision of the Authority's personnel policies and procedures.
- 6) The City shall, from time to time and at the request of the Authority, provide the Authority with job descriptions and pay range information. This shall include providing the Authority with a copy of any benchmark salary studies prepared for, or received by, the City.
- 7) In order to facilitate the training of Authority employees, the City shall allow Authority employees to participate in any training programs offered to City employees, if so allowed by the training provider. The portion of the training attributable to Authority employees shall be at the sole expense of the Authority, and the Authority shall reimburse the City for these costs.

II. AUTHORITY OBLIGATIONS

- 1) The Authority agrees to reimburse the City monthly for the following:
 - a. Human resource services, as detailed in Section I(1), above;
 - b. Medical, dental, life insurance , accidental death and long term disability plan premiums, as detailed in Section I(2), above;
 - c. Maintenance and service work performed on Authority vehicles, as detailed in Section I(3), above;
 - d. Printing services and supplies, as detailed in Section I(4), above; and
 - e. Employee training costs, as detailed in Section I (7), above.

- 2) The Authority agrees to provide the City with periodic updates, no less than semi-annually, regarding affordable housing projects and the activities of the Authority, including presentations to City Council or staff, as requested by the City.

III. AUTHORITY AND CITY RELATIONSHIP

- 1) The Authority and the City agree that they are separate and independent entities and that the acts and omissions of one shall not be considered the acts and omissions of the other.
- 2) The Authority and the City further agree that it is mutually beneficial to share information between the two entities and to otherwise cooperate in matters of shared concern. Therefore, the City and the Authority agree to the following:
 - a. A mailbox for the Authority shall be maintained at Littleton Center in order to facilitate communication between the parties.
 - b. The Authority's Executive Director or designee, may, at the request of the City Manager, attend meetings of City department directors in order to facilitate communication and cooperation between the parties.
 - c. The Authority's staff shall be included as full participants in, and agree to attend, meetings of various City committees where a mutual interest exists. Such committees would include, but not be limited to, the Neighborhood Services Team and the Health Benefits Committee.
 - d. The Authority shall continue to participate and fulfill its responsibilities in the City's emergency-preparedness program.

IV. MISCELLANEOUS

- 1) The term of this Agreement shall be two years. This Agreement shall be renewed upon written agreement of the parties prior to the end of the then current term.
- 2) This Agreement shall be binding on both parties, their agents, subcontractors, successors, and assigns.
- 3) The Agreement for Certain Services dated February 20, 1996 is hereby terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date of year first written above.

CITY OF LITTLETON, COLORADO

ATTEST:

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Wendy Heffner
CITY CLERK

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Phil Cernanec
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

DocuSigned by:

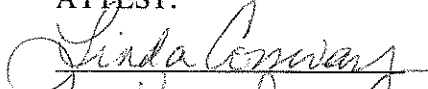



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Kristin Schledorn
DEPUTY CITY ATTORNEY

LITTLETON HOUSING AUTHORITY

ATTEST:


Title: Housing Program Manager


Title: Interim Executive Director