

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF SHERIDAN,
ENGLEWOOD, AND LITTLETON REGARDING HOMELESSNESS ASSESSMENTS AND
RELATED PROJECTS

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 of Sheridan, Englewood, and Littleton (collectively, "Tri Cities") are neighboring municipalities which are all experiencing an increase of homelessness in their communities; and

WHEREAS, the Tri Cities (also referred to herein as "Parties") desire as set forth in an intergovernmental agreement, to work cooperatively and mobilize community resources to address homelessness; and

WHEREAS, to address the issue, the Tri Cities first need an assessment of homelessness, which requires interviewing and analyzing data from both single persons and families experiencing homelessness; and

WHEREAS, the University of Denver, Graduate School of Social Work, has the resources and expertise to perform such tasks; and

WHEREAS, the Tri Cities desire to have the University of Denver, Graduate School of Social Work perform the initial assessments; and

WHEREAS, Arapahoe County shares the Tri Cities concerns regarding homelessness and desires to assist the Tri Cities by contractually paying for the University of Denver, Graduate School of Social Work Assessment of Family Homelessness.

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

AGREEMENT

1. Initial Projects. The cities of Sheridan, Englewood, and Littleton (collectively, "Tri Cities" or "Parties") shall retain the University of Denver, Graduate School of Social Work, ("DU") to perform the Assessment of Chronic Homelessness as set forth in the Tri City Region Project Proposal at a cost of (\$51,545.00), which cost shall be equally shared by the Tri Cities . Arapahoe County shall contract with DU to perform the Assessment of Family Homelessness as set forth in the Tri City Region Project Proposal at a cost of (\$55,596.00). The Tri Cities

anticipate that the actual amount due from each Party may be reduced in equal proportions by Project donations from public and private entities.

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 the 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 So. Federal Blvd.
Sheridan, CO 80110-5399
Attn: Devin Granbery
Telephone: 303-762-2200
Facsimile: 303-438-3398
E-mail: dgranbery@ci.sheridan.co.us

CITY OF ENGLEWOOD:

City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
Attn:
Telephone:
Facsimile:
E-Mail: _____

CITY OF LITTLETON:

City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120
Attn: Mark Relph
Telephone: 303-795-3720
E-Mail: mrelph@littletongov.org

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 Assessments and Related Projects.

CITY OF SHERIDAN

Name: Tara Beiter-Fluhr

Title: Mayor

Date: July 8, 2019

ATTEST:

Arlene Sagee, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF ENGLEWOOD

Name: Linda Olson

Title: Mayor

Date:

ATTEST:

Stephanie Carlile, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

CITY OF LITTLETON

Name: Debbie Brinkman

Title: Mayor

Date:

ATTEST:

Wendy Heffner, City Clerk

APPROVED AS TO FORM:

Reid B. Betzing, City Attorney