

# **INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE CITY OF LITTLETON FOR SHARING THE COST OF A CENSUS COORDINATOR POSITION IN ARAPAHOE COUNTY**

This Intergovernmental Agreement (the “Agreement”) is entered into and effective as of this 3rd day of December, 2019, by and between the Board of County Commissioners, County of Arapahoe, located at 5334 Street Prince Street, Littleton, Colorado 80120 (hereinafter referred to as the “County”) and the City of Littleton, Colorado, located at 2255 W. Berry Avenue, Littleton, Colorado 80120 (hereinafter referred to as the “Municipality”). The County and Municipality may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Parties intend to enter this Agreement to address the cost associated with a Census Coordinator position (the “Coordinator Position”) with Arapahoe County; and

WHEREAS, the Parties, along with other municipalities by separate agreement, intend to fund the temporary Coordinator Position for up to 18 months from August 2019 through October 2020; and

WHEREAS, the total salary of the Coordinator Position is estimated to be Eighty Thousand Dollars (\$80,000); and

WHEREAS, the Parties intend that the contributions set forth herein be committed to pay the cost of the Coordinator Position; and

WHEREAS, in the event the Coordinator Position cost is less than the estimated cost, the Parties agree that the excess funds will be refunded to the Municipality and other municipalities based upon the proportionate share of their contributions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

- 1. SCOPE OF THE AGREEMENT.** The Parties will perform their obligations under this Agreement according to the terms herein and the Scope of Work, attached hereto and fully incorporated herein as Exhibit A.
- 2. TERM OF THE AGREEMENT.** The Term of this Agreement shall be for the duration of the Coordinator Position, ending on October 31, 2020, unless otherwise extended by the Parties.
- 3. ALLOCATION OF COSTS.** The Municipality agrees to pay funds directly to the County in the amount of Five Thousand Dollars (\$5,000) no later than December 31, 2019.
- 4. ANNUAL APPROPRIATIONS.** 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 available. Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement. The Parties shall give written notice of such non-appropriation to the other Parties.

- 5. INDEPENDENT CONTRACTOR.** In providing services under this Agreement, the County acts as an independent contractor and not as an employee of the Municipality. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipality because of the performance of any services or work under this Agreement. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the Municipality. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
- 6. LIABILITY.** Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement.
- 7. NONDISCRIMINATION.** The Parties shall not discriminate against any employee or qualified applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- 8. INSURANCE AND GOVERNMENTAL IMMUNITY.** During the term of this Agreement, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this Agreement shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended.
- 9. TERMINATION.** Any Party may terminate its participation in this Agreement upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination.

## **10. MUTUAL UNDERSTANDINGS.**

- A. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction

and venue for any disputes arising under this Agreement shall be Arapahoe County, Colorado.

- B. Record Retention. The Parties shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by the Parties.
- C. Assignability. Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any Party without the prior written consent of the other Parties.
- D. Waiver. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future.
- E. Force Majeure. No Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- F. Notice. Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
Attn: Ron Carl

For the Municipality:

City of Littleton  
2255 W. Berry Avenue  
Littleton, CO 80120

Attn: Wendy Heffner, City Clerk

- G. Paragraph Headings. Paragraph headings are inserted for the convenience of reference only.
- H. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved for the sole and exclusive benefit of the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
- I. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- J. Integration of Understanding. This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.
- K. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- L. Authorization. Each Party represents and warrants that it has the power and ability to enter this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officer or representative to execute and deliver this Agreement as of the day and year first above written.

S E A L

ATTEST: Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
ARAPAHOE COUNTY, COLORADO

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
(Or representative authorized by resolution)

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Wendy Heffner, City Clerk

\_\_\_\_\_  
Jerry Valdes, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ReId Betzing, City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **CENSUS COORDINATOR POSITION**

The Arapahoe County Board of County Commissioners agreed to hire a census liaison, which is an 18-month project designated position to obtain the most accurate and complete population count. This individual will serve as the primary contact and coordinator for Arapahoe County's efforts related to the 2020 Census. This position will manage the day-to-day planning, coordination and execution of census activities, including engagement and outreach. In addition to leading Arapahoe County's Complete Count Committee, the census liaison will work with municipal and organizational partners to:

- Develop a plan for a coordinated county approach to Census 2020;
- Coordinates with Arapahoe County's census team (internal staff), organizes a Complete Count Committee (stakeholders), and supports the work of its subcommittees;
- Coordinate timelines, agendas, and complete meeting minutes for internal or public meetings and events;
- Coordinates efforts with the U.S. Census Bureau and assists the Bureau with identification of hard-to-count neighborhoods/populations that will require special efforts to achieve a complete count;
- Coordinates with regional, state and federal agencies, community-based organizations, city agencies, and volunteers performing census outreach efforts;
- Creates and delivers presentations to Board of County Commissioners, elected officials, staff, stakeholder groups, and partner agencies;
- Assists communications staff with developing marketing and outreach plans, hosting meetings and events, and drafting content for use in traditional and online communication venues; and
- Draft and submit grant applications as appropriate to secure funding for outreach and coordination activities.

Based on several staff conversations, municipal partners understand the value of the census, but resources are limited. To maximize our collective resources while obtaining the most accurate and complete population count, Arapahoe County is seeking some financial support from its municipal partners for this position.

Opportunities in which the census Coordinator Position and County could support municipalities include, but not limited to the following services:

- Identifying and targeting hard to county communities;
- Working closely with the U.S. Census Bureau to utilize tools and resources;
- Attend already-established community events throughout the County hosted by municipalities, nonprofit organizations, faith-based groups, and business partners, by staffing information booths and presenting information;
- Work with trusted nonprofit organizational partners with hard to count populations;
- Sponsor and attend public forums and events to provide information and direct outreach;

- Partner and provide more intensive outreach to households with limited English, homeless populations, institutions, and individuals with limited/inability to access internet/computers;
- Use GIS/mapping team to assist with canvassing efforts and other partner needs; and
- Secure grants for countywide outreach efforts.

The support Arapahoe County would like to receive from our municipal partners includes, but is not limited to:

- Involvement/engagement with the Complete County Committee or subcommittee as appropriate;
- Providing/confirming information on known community events or partner agencies;
- Pass a proclamation in support of the 2020 Census and the County Complete Count Committee;
- Sharing census information through established municipal channels; and
- Entering into an intergovernmental agreement to help fund the census liaison position and outreach efforts.

The County also will seek available state grant funds to augment outreach and engagement efforts.