

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 44
Series of 2020

TITLE: A RESOLUTION OF THE CITY OF WHEAT RIDGE COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE ESTABLISHMENT OF A REGIONAL HOMELESS NAVIGATOR TO SUPPORT AND ASSIST THOSE EXPERIENCING HOMELESSNESS

WHEREAS, pursuant to Section 14.12 of the Home Rule Charter, C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, the increasing number of individuals experiencing homelessness continues to be a regional issue which affects the health, safety and welfare of the City and neighboring communities; and

WHEREAS, The City wishes to partner with the cities of Golden and Edgewater to coordinate homelessness navigation efforts by cooperating in the establishment of a Homeless Navigator position to assist and support homeless individuals within their common jurisdictional boundaries; and

WHEREAS, the City's support of the Homeless Navigator position will serve a public purpose and will promote the health, safety and welfare of the inhabitants of the City and its neighboring communities; and

WHEREAS, the City Council wishes to approve an intergovernmental agreement with the cities of Golden and Edgewater to accomplish these goals.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado:

Section 1. The Intergovernmental Agreement among the City of Wheat Ridge and the cities of Golden and Edgewater, attached hereto as **Exhibit A**, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the same.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 24th day of August 2020.



Bud Starker, Mayor

ATTEST:



Steve Kirkpatrick, City Clerk



EXHIBIT A
INTERGOVERNMENTAL AGREEMENT CONCERNING THE ESTABLISHMENT
OF A REGIONAL HOMELESS NAVIGATOR TO SUPPORT AND ASSIST THOSE
EXPERIENCING HOMELESSNESS

[ATTACHED]

**AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE
ESTABLISHMENT OF A REGIONAL HOMELESS NAVIGATOR TO SUPPORT
AND ASSIST THOSE EXPERIENCING HOMELESSNESS**

1.0 PARTIES. This Intergovernmental Agreement Concerning the Establishment of a Regional Homeless Navigator to Support and Assist Those Experiencing Homelessness (this “Agreement”), effective as of August 24, 2020 (“Effective Date”), is entered into by the following Parties (each, individually, a “Party”):

- 1.1. The City of Edgewater, a Colorado municipal corporation (“**Edgewater**”);
- 1.2. The City of Golden, a Colorado municipal corporation (“**Golden**”); and
- 1.3. The City of Wheat Ridge, a Colorado municipal corporation (“**Wheat Ridge**”).

2.0 RECITALS

- 2.1. The Parties are authorized by the provisions of Colo. Const. Art. XIV, §18(2)(a) and C.R.S. §§29-1-201, *et. seq.* to contract with one another to provide any function, service, or facility lawfully authorized to each.
- 2.2. The increasing number of individuals experiencing homelessness continues to be a regional issue that affects the health, safety, and welfare of each of the Parties’ communities.
- 2.3. The Parties have determined it would be in the best interest of all of the Parties to coordinate homelessness navigation efforts by cooperating in the establishment of a Homeless Navigator position to assist and support homeless individuals within the jurisdictional boundaries of the Parties.
- 2.4. In addition to assisting and supporting homeless individuals within the jurisdictional boundaries of the Parties, an essential part of the navigation efforts will be to establish and/or contribute resources to a network of Homeless Navigator positions within the region, in a collaborative approach to address the growing concerns related to homelessness.
- 2.5. Establishment of this Agreement will serve a public purpose and will promote the health, safety, and general welfare of inhabitants in and around the jurisdiction of the Parties.

3.0 TERM AND RENEWAL.

- 3.1. This Agreement will remain in effect through December 31, 2021 (“Initial Term”), subject to the provisions of section 9.6 of this Agreement and the Parties’ right to terminate under section 8.0 of this Agreement.
- 3.2. This Agreement will automatically renew for up to four consecutive one-year terms (each a “Renewal Term”), upon expiration of the Initial Term and any Renewal Term, subject to the provisions of section 9.6 of this Agreement and Parties’ right to terminate under section 8.0 of this Agreement.
- 3.3. The Initial Term and any Renewal Term shall be referred to individually and collectively as the “Term.”

4.0 OBLIGATIONS OF THE PARTIES. The Parties agree to work collaboratively to coordinate homeless navigation efforts among their jurisdictions. To achieve regional homeless navigation services, the Parties agree that:

- 4.1. **Wheat Ridge** will establish and fill a Homeless Navigator position, as either an employee or independent contractor of **Wheat Ridge**, and each of the Parties will allocate financial or staff resources to facilitate the work of the Homeless Navigator, which will include but not be limited to the following:
 - 4.1.1 Delivering direct services to homeless individuals and families in need of services and support;
 - 4.1.2 Providing business support for programs and projects related to providing services to individuals experiencing homelessness;
 - 4.1.3 Establishing and supporting the planning and development of written materials and presentations;
 - 4.1.4 Collecting and distributing information that may assist individuals experiencing homelessness and/or that would assist the Parties in developing strategic plans to combat homelessness;
 - 4.1.5 Compiling data for special projects or reports; and
 - 4.1.6 Establishing and maintaining collaborative partnerships with internal and external partners and resources to successfully achieve goals and objectives related to homelessness.

- 4.2. **Edgewater** and **Golden** will, respectively, designate one staff person as a point of contact to respond to the Homeless Navigator, other jurisdictions, regional partners, and the community concerning issues surrounding homelessness. Each Party is responsible for updating the other jurisdictions if the designated staff person changes.
- 4.3. Each Party commits to allocating additional resources as it deems necessary to address the urgent needs of individuals experiencing homelessness in its community.
- 4.4. The Parties will support the coordination of efforts between the Homeless Navigator established pursuant to this Agreement, and Jefferson County's Homeless Navigator and/or Coordinator positions, and/or the Homeless Navigator or similar positions that exist or may be established within the region.
- 4.5. Each Party shall be solely responsible for the acts of its employees undertaken pursuant to this Agreement. **Wheat Ridge** shall perform its duties hereunder as an independent contractor, and not as an employee of **Edgewater** or **Golden**. Neither **Wheat Ridge** nor any agent or employee of **Wheat Ridge**, including but not limited to the individual employed or otherwise engaged by **Wheat Ridge** as the Homeless Navigator, shall be deemed to be an agent or employee of **Edgewater** or **Golden**, and nothing in this Agreement is intended to create a relationship, express or implied, or employer-employee or principal-agent between the individual employed or otherwise engaged by **Wheat Ridge** as the Homeless Navigator and **Edgewater** or **Golden**. **Edgewater** or **Golden** shall have no direction and control over the individual employed or otherwise engaged by **Wheat Ridge** as the Homeless Navigator in the course of executing his or her work duties, nor shall **Edgewater** or **Golden** have any right or authority to discipline or terminate the individual employed or otherwise engaged by **Wheat Ridge** as the Homeless Navigator. **Wheat Ridge** and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through **Edgewater** or **Golden**. **Wheat Ridge** shall pay when due all applicable employment or other taxes, if any that may be incurred as a result of its employment or other engagement of a Homeless Navigator under this Agreement.
- 4.6. Prior to **Wheat Ridge's** employment or engagement of a Homeless Navigator pursuant to this Agreement, the Parties will collaborate in accordance with section 5 of this

Agreement to create and maintain guiding documents that will act as an Operating Plan for the Homeless Navigator.

5.0 OPERATING PLAN

- 5.1. The initial Operating Plan must be approved in writing by the City Manager for each of the Parties prior to being adopted. Once the Operating Plan is created or amended, the most current version will be incorporated herein by reference. The Operating Plan shall contain provisions designed to ensure that each Party receives services of the Homeless Navigator within its jurisdiction that are commensurate with the participation of the Party in the costs of employing the Homeless Navigator.
- 5.2 The Operating Plan may be amended as needed, but all revised versions must be approved in writing by the City Manager for each of the Parties prior to the new version taking effect.

6.0 PAYMENT OBLIGATIONS

6.1 During the Term of this Agreement, the Parties agree that the total employment or engagement costs incurred by **Wheat Ridge** for its employment or engagement of the Homeless Navigator will be divided between the Parties on a pro-rata basis based upon the respective populations of the Parties, as set forth by the Colorado Department of Local Affairs (“DOLA”) as its “Population Totals for Colorado Municipalities” (or any similar compilation prepared annually by DOLA) as of January 1 of each year during which this Agreement remains in effect. As of the Effective Date of this Agreement, DOLA has set forth the populations of the Parties hereto as follows:

A.	Wheat Ridge:	30,205
B.	Golden:	18,929
C.	Edgewater	5,177

6.2 Accordingly, the Parties agree that for the period beginning from the Effective Date through December 31 2020, the total employment or engagement costs incurred by **Wheat Ridge** for its employment or engagement of the Homeless Navigator shall be divided between the Parties as follows:

- A. **Wheat Ridge:** **56%**
- B. **Golden:** **35%**
- C. **Edgewater** **9%**

6.3 For the purposes of this section, the “total employment or engagement costs” of the Homeless Navigator shall be deemed to be an amount equal to the total compensation paid to the employee or independent contractor, plus actual costs for taxes, insurance, benefits, overhead and other indirect costs of employment or engagement. Overhead and other indirect costs will not exceed \$10,000 annually without prior approval of all Parties.

6.4 **Edgewater** and **Golden** shall, respectively, pay to **Wheat Ridge**, within thirty (30) days after annual written invoice therefore, all sums due from each to **Wheat Ridge** pursuant to this Agreement.

7.0 AMENDMENTS

7.1 This AGREEMENT may be amended at any time by written Agreement signed by each of the Parties to this AGREEMENT.

8.0 TERMINATION OF AGREEMENT

8.1 **Wheat Ridge** may terminate this Agreement by providing sixty (60) days written notice to the other Parties. Upon such termination, **Edgewater** and **Golden** shall, respectively, pay to **Wheat Ridge** all employment or engagement costs of the Homeless Navigator incurred by **Wheat Ridge** on a pro-rata basis as determined by Section 6.1 through the date of termination. Any Party other than **Wheat Ridge** may withdraw from and terminate its participation in this AGREEMENT at any time and for any reason by providing 60 days written notice to the other Parties, and the withdrawing Party shall pay to **Wheat Ridge** the employment or engagement costs of the Homeless Navigator incurred by **Wheat Ridge** based upon the withdrawing Party’s pro-rata participation percentage, as determined by Section 6.1, through the date of termination. Following any such termination by the withdrawing Party, **Wheat Ridge** and the remaining Party shall each divide all future employment or engagement costs of the Homeless Navigator incurred by **Wheat Ridge** during the Term of this Agreement on a pro-rata basis using the calculation method set forth in Section 6.1.

9.0 GENERAL PROVISIONS

9.1 SEVERABILITY. If any provision of this AGREEMENT or the application thereof to any Party is held invalid, such invalidity shall not affect other provisions or applications of the AGREEMENT which can be given effect without the invalid provision or application, and to this end, the provisions of the AGREEMENT are declared to be severable.

9.2 NON-ASSIGNMENT. This AGREEMENT shall not be assigned by any Party.

9.3 NO THIRD PARTY BENEFICIARIES. Except as otherwise stated herein, this AGREEMENT is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity as provided in § 24-10-101, *et seq.* C.R.S., and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties. The Parties shall be responsible for their own acts and the conduct of their respective employees without waiving any protections afforded by the Colorado Governmental Immunity Act.

9.4 BINDING EFFECT. This AGREEMENT shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this AGREEMENT.

9.5 NOTICES. Any notice or notification required or permitted by the AGREEMENT shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the notice person designated by each Party pursuant to Section 4.3 of the AGREEMENT. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

9.6 TABOR COMPLIANCE; NO GENERAL OBLIGATION INDEBTEDNESS. Because this AGREEMENT may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Parties for committing monetary funding hereunder constitutes a current expense of the Parties payable exclusively from

the Parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

9.7 GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by the laws of the State of Colorado. Venue for any action arising under this AGREEMENT will be in the appropriate court for Jefferson County, Colorado.

9.8 BINDING AUTHORITY. The Parties represent and affirm that the signature page hereof accurately states the full legal name of the entity, contains all requisite signature(s) on behalf of the Party, has been properly acknowledged by attestation, notary acknowledgment, or both.

9.9 COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties acknowledge and agree that the original of this AGREEMENT, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this AGREEMENT, may be used for any purpose as if it were the original, including proof of the content of the original writing.

9.10 GOVERNMENT IMMUNITY. No portion of this AGREEMENT shall be deemed to constitute a waiver of any immunities the Parties, or their officers or employees may possess, nor shall any portion of this AGREEMENT be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this AGREEMENT.

[SIGNATURE PAGES FOLLOW]

CITY OF WHEAT RIDGE a Colorado municipal corporation

By: 
Bud Starker, Mayor

ATTEST:


Steve Kirkpatrick, City Clerk

APPROVED AS TO FORM:


Jerry Dahl, City Attorney

CITY OF GOLDEN a Colorado municipal corporation

By: _____
Name:
Title:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF EDGEWATER, a Colorado municipal corporation

Laura Keegan, Mayor

ATTEST:

Lenore Pedroza, CMC, City Clerk

APPROVED AS TO FORM:

Thad Renaud, City Attorney