

INTERGOVERNMENTAL AGREEMENT VETERANS SERVICE OFFICER POSITION

This Intergovernmental Agreement (“Agreement”), dated for reference purposes on this ____ day of _____, 2020, is made and entered into by and between the CITY OF AURORA, COLORADO, a body politic, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, COLORADO, a body politic and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, COLORADO, a body politic, for the provision of a Veteran’s Service Officer position that will serve citizens of all three entities. Individually referred to in this Agreement as a “Party,” collectively referred to in this Agreement as the “Parties.”

WHEREAS, pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, each Party has the legal authority to cooperate or contract with each other Party to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter; and

WHEREAS, each county in Colorado has a veteran’s service office that offers free assistance to veterans through a veteran’s service officer(s) (“VSO”); and

WHEREAS, the City of Aurora enjoys a strong partnership with both Arapahoe County and Adams County and supports the counties’ efforts to provide assistance to veterans through their veteran’s service offices located in Westminster (Adams) and Littleton (Arapahoe); and

WHEREAS, with the opening of the VA Eastern Colorado Health Care System (“VA Hospital”) in Aurora, the Parties believe that a placement of a VSO near the VA Hospital will be a great benefit to their resident veterans; and

WHEREAS, the Parties have committed to a pilot program for one (1) year to share the responsibility of a VSO position on the terms and conditions stated in this Agreement; and

WHEREAS, during this pilot program, Arapahoe County would employ the VSO, dividing the compensation evenly with Adams County, and host the position at Arapahoe County’s location near the VA Hospital; and

WHEREAS, during this pilot program, the City of Aurora will provide office equipment such as a computer and printer/fax machine; and

WHEREAS, the Parties agree that this additional VSO is needed to meet the needs of resident veterans from the area.

NOW THEREFORE, the Parties agree as follows:

I) RESPONSIBILITIES OF THE PARTIES

- A) Adams County
 - 1) Veteran's Service Officer
 - (a) Adams County shall fund 50% of one VSO FTE position for one (1) year as a pilot program. The funding responsibility for Adams County is:
 - (i) 50% of the cost of the compensation package for the VSO position
 - (ii) 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the one (1) year pilot program.

- B) Arapahoe County
 - 1) Veteran's Service Officer
 - (a) Arapahoe County will be responsible for the hiring of one VSO as contemplated by this Agreement and shall be responsible for the supervision of the VSO, and management of the workload for the VSO.
 - (b) Arapahoe County shall fund 50% of one VSO FTE position for one (1) year as a pilot program:
 - (i) 50% of the cost of the compensation package for the VSO position
 - (ii) 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the one (1) year pilot program.
 - (c) Arapahoe County shall ensure that the VSO has all necessary information that Arapahoe County can provide to perform its role for veteran residents of Adams and Arapahoe Counties, to include being trained by the current Arapahoe County veteran's services officer currently located in the Littleton office. Arapahoe will provide employment supervision and other related matters and shall invoice Adams County for 50% of the cost of the compensation of the VSO position and 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the one-year pilot program.
 - 2) Office Space
 - (a) Arapahoe County will make office space available for the VSO in the judicial services area at Altura Plaza located at Colfax and Chambers.
 - (b) The office space will include clerical support and reception.

- C) City of Aurora
 - 1) Veteran's Services Officer
 - (a) The City of Aurora shall be responsible for 100% of the cost of equipment and supplies reasonably needed by the VSO in performance of the Officer's duties during the one (1) year pilot program. Such equipment and supplies will include:
 - (i) Laptop computer, screen, mouse, printer, file cabinet, phone
 - (ii) Office supplies such as pens, pencils, paper, staplers, etc.
 - (b) The City of Aurora shall ensure that the VSO has all necessary information that the City can provide to appropriately serve veteran residents of the City of Aurora.

II) TERM OF AGREEMENT

- A) This Agreement shall commence September 1, 2020 and shall terminate on August 31, 2021 unless terminated earlier as provided in this IGA.

- B) Any Party may terminate this Agreement by giving prior written notice to the other Parties not less than ninety (90) days before the effective date of termination. Such notice shall be sent to the addresses and email addresses listed below. The terminating Party shall be responsible for its share of funding or supplies through the date of termination.

III) PAYMENT AND PROVISION SCHEDULE

- A) Arapahoe County shall provide invoices to Adams County for the payment of compensation, continuing education programs, and training due under this Agreement. Payment will be due within thirty (30) days of receipt of an invoice.
- B) The City of Aurora will provide initial office equipment and supplies, to include the computer, screen, mouse, to Arapahoe County for set up in the Altura Plaza office within thirty (30) days of the execution of this Agreement, and will provide the remainder of reasonable office supplies no later than one (1) week after the starting date of the VSO.
- C) The VSO shall submit requests for office supplies to the City of Aurora no more than once per month. The City of Aurora will work diligently to process all requests and will raise any concerns with Arapahoe County, as the employing agency.

IV) FUND AVAILABILITY

- A) The Parties acknowledge that, as of the date of this IGA, each Party has appropriated sufficient funds for this Agreement for the applicable fiscal year.
- B) The Parties acknowledge that this Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to each Party's satisfaction with the service received during the preceding term. Upon the agreement and with the consent of both Counties and the City, and if the Parties appropriate additional money for each subsequent fiscal year, this Agreement may be extended for additional one year terms.
- C) Maximum Contract Expenditure. Any other provision of this Agreement notwithstanding and pursuant to C.R.S. § 29-1-110, the amount of funds appropriated for this Agreement by both Adams County and Arapahoe County, each respectively, is Forty Thousand Dollars (\$ 40,000.00) for a total of Eighty Thousand Dollars (\$80,000.00) for the term of this agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- D) In the event a Party believes at any time that the amount remaining in the Agreement will be insufficient to cover its responsibilities under the terms of the Agreement for the remainder of the fiscal year, that Party will immediately notify the other two Parties of such concern. If a Party cannot give adequate assurances to the other two Parties that additional funds will be appropriated to cover the projected shortfall, any Party can take whatever action it deems most appropriate, including terminating the Agreement.

V) MISCELLANEOUS

- A) Indemnification/Insurance. Each Party shall be fully responsible for its own employee(s) consistent with all applicable laws. As stated above, the VSO shall be an employee of

Arapahoe County. Each Party agrees to provide the other Party written notice within sixty (60) days of the knowledge of any claim or controversy giving rise to a claim for indemnification as provided herein.

- B) Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The Parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
- C) No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either Party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S. (“CGIA”) as same may be amended from time to time. Specifically, neither Party waives the monetary limitations, or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
- D) Insurance.
 - 1) The City of Aurora, Arapahoe County and Adams County are all recognized as political subdivisions of the State of Colorado. As such they are governed by the Colorado Government Immunity Act.
 - 2) Each Party to this Agreement shall procure and maintain their own insurance as they deem appropriate.
- E) Third Parties. This Agreement does not and shall not be deemed to confer upon any third Party any right to claim damages to bring suit or other proceedings against either Arapahoe County or Adams County because of any terms contained in this Agreement.
- F) Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.
- G) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- H) Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
- I) Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performances is required under this Agreement after the expiration or termination of this Agreement.
- J) Notices. Notices to be provided under this Agreement shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

ADAMS COUNTY
County Manager’s Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206
areis@adcogov.org

Adams County Attorney’s Office

4430 S. Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206
hmiller@adcogov.org

ARAPAHOE COUNTY:

Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136
commissioners@arapahoe.gov

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136
attorney@arapahoe.gov

CITY OF AURORA

City Manager's Office, 5th Floor
15151 E. Alameda Parkway
Aurora, Colorado 80012
jtwombly@auroragov.org

City Attorney's Office, 5th Floor
15151 E. Alameda Parkway
Aurora, Colorado 80012
dbrotzma@auroragov.org

- K) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.
- L) Good Faith. The Parties agree to work together in good faith in performing their obligations hereunder.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the ____ day of_____, 2020.

CITY OF AURORA, COLORADO

Mike Coffman, Mayor

ATTEST:

Stephen J. Ruger, City Clerk

APPROVED AS TO FORM:

Aurora City Attorney's Office

BOARD OF COUNTY COMMISSIONERS,
ADAMS COUNTY, COLORADO

Chair

ATTEST:

Erica Hannah, County Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

BOARD OF COUNTY COMMISSIONERS,
ARAPAHOE COUNTY, COLORADO

Chair

ATTEST:

Clerk to the Board