

**INTERGOVERNMENTAL AGREEMENT
BETWEEN EL PASO COUNTY AND THE CITY OF COLORADO SPRINGS
FOR THE CLEANUP OF HOMELESS CAMPS**

This Intergovernmental Agreement (“Agreement”), effective this ____ day of _____, 2023 (“Effective Date”), is made by and between El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado, by and through the Board of County Commissioners of El Paso County (“County”) and the City of Colorado Springs, a home rule city and Colorado municipal corporation (“City”). The County and the City may be referred to collectively as “Parties” or each individually as “Party.”

RECITALS

- A. The Parties are authorized under C.R.S. § 29-1-203 to cooperate and contract with one another to provide the functions and services provided for herein.
- B. The County, in an effort to more efficiently manage costs and resources, desires to enter into this Agreement to obtain the services of the City’s Quality of Life team for the cleanup of homeless camps within unincorporated El Paso County.
- C. The City has existing resources in place for and experience in homeless camp cleanup and agrees to provide such services to the County pursuant to the provisions herein.

AGREEMENT

1. Scope of Services. The City agrees to clean up homeless camps within central unincorporated El Paso County solely on land owned and/or controlled by El Paso County within one (1) mile from the nearest City limits, as determined in the City’s reasonable discretion. The scope of cleanup services will be equivalent to those performed within City limits. El Paso County representatives will coordinate with the El Paso County Sheriff’s Office (“EPSO”) to provide law enforcement assistance prior to the start of a cleanup to ensure all unauthorized individuals have vacated the property. The City may request the assistance of EPSO during a cleanup if a law enforcement presence is required due to presence of unauthorized individuals or other conditions for which law enforcement is equipped to assist.

2. Request for Services. The County shall submit to the City representative identified herein a written request for each homeless camp cleanup and provide such information as requested by the City to support each request. Submittal of each request to the City constitutes prima facie evidence that El Paso County has full authority and provided all required notification to camp occupants that remediation is imminent, and they must vacate the premises prior to arrival of the City of Colorado Springs Neighborhood Services Quality of Life Team. The City shall make reasonable efforts to provide a written or verbal estimate of total costs to perform each clean up and obtain written or verbal approval of the cost from the County before proceeding. Estimate of costs may be provided based on pictures provided by El Paso County representatives of the property. Because the cost estimate will be provided immediately preceding the time of clean-up, the County shall provide an immediate authorization or

declination of the estimate. The City shall provide before and after photos of the clean-up, along with the invoice for services. Official documents with intrinsic value, driver's licenses, identification cards, weapons, or other items deemed reasonable for impounding found in homeless camps shall be provided to EPSO after each clean up or at least once per week.

3. Payment for Services. The County shall pay the City for actual direct and indirect costs which may differ from the estimate, incurred for each homeless camp cleanup. The amount charged will recover 100% of the direct costs related to the property cleanup, which includes actual time spent traveling to and cleaning up the homeless camp and any direct material and equipment costs specific to the cleanup of the homeless camp. The hourly rate for property cleanup staff time will be calculated annually based on actual salary and benefits of the staff performing the cleanup duties. In addition to the hourly rate charged for actual time spent on the cleanup and travel time, and direct material and equipment costs, the fee will also include a 10% indirect administrative charge applied to the total internal staffing costs of each individual homeless camp cleanup job.

4. Party Representatives.

For the County: Mindy Schulz
mindyschulz@elpasoco.com
(719) 520- 6304

For the City: Mitch Hammes
Mitchel.hammes@coloradosprings.gov
(719) 385-5583

5. Quarterly Review. Representatives from the Colorado Springs Neighborhood Services Division and the El Paso County Planning Department shall meet quarterly, or more/less often as needed to review this agreement and services provided therein and take such action as necessary for the benefit of both parties.

6. Termination. This Agreement may be terminated by either Party providing written notice of termination to the other Party. The County shall pay all actual costs incurred by the City prior to termination for requested homeless camp cleanup services.

7. General Provisions.

a. Independent Contractor. The City is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to place the personnel of any Party under the control, supervision or employment of the other Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities for its own personnel.

b. Entire Agreement. This Agreement represents the complete integration of all understandings between the Parties, is the entire agreement between the Parties, and no additional or different oral representations, promises, or agreements shall be binding on any of

the Parties hereto with respect to the subject matter of this Agreement, unless stated in writing and signed by all the Parties.

c. Amendment. This Agreement may be amended by mutual written agreement of all Parties or their respective successors or assigns.

d. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue shall be exclusively in the District or County Court in and for El Paso County, Colorado.

e. Severability. If any paragraph, section, subsection, clause or phrase of this Agreement is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

f. Waiver. The waiver of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.

g. Third Party Beneficiary. This Agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party for any breach or other failure to perform this Agreement.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall all be attached to a single instrument.

i. Liability. Each Party shall be liable for the acts and omissions of its respective elected officials, officers, employees, and agents under this Agreement, and nothing in this Agreement shall be interpreted to waive or limit the protections of either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

j. Limitations on Jurisdiction. Nothing herein shall be construed so as to in any manner expand upon or limit the lawful jurisdiction and authority of either Party.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date above.

ATTEST:

Steve Schleiker
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Cami Bremer, Chair

Approved as to form:

El Paso County Attorney's Office

ATTEST:

CITY OF COLORADO SPRINGS

Sarah B. Johnson, City Clerk

By: _____
Blessing A. Mobolade, Mayor

Approved as to form:

Office of the City Attorney