

RESOLUTION 97-1  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH LARIMER COUNTY FOR THE  
PROVISION OF SOCIAL AND HUMAN SERVICES IN 1997

WHEREAS, the Board of Commissioners of Larimer County, Colorado, ("County") annually contracts with various human resource agencies to secure a wide variety of social services for the citizens of Larimer County, including the citizens of the City of Fort Collins; and

WHEREAS, the agencies employed to provide such services are under the supervision of the Larimer County Department of Human Development, which Department monitors compliance with such contracts and applicable project grant applications; and

WHEREAS, the City of Fort Collins consults with the County with regard to individual grant applications and annually determines which services confer a direct benefit of a reasonably general character to a significant segment of the City's population, and further determines the amount of financial support which should be devoted to each; and

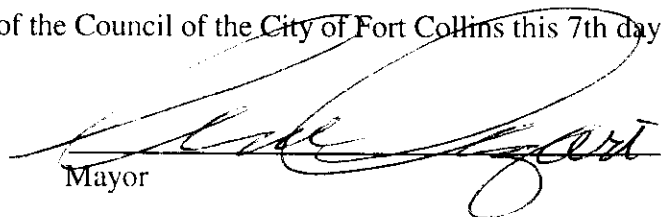
WHEREAS, it is in the best interest of the County and the City that all funds for human services be monitored and administered by a single entity, the Larimer County Department of Human Development; and

WHEREAS, the City and County desire to enter into an agreement whereby the Larimer County Department of Human Development shall monitor and administer the funds appropriated by the City for human services, in accordance with the allocation of such funds in that agreement; and

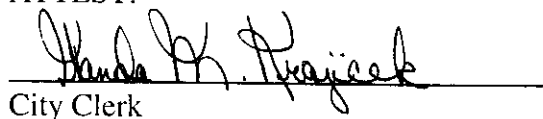
WHEREAS, the execution of such an agreement is consistent with the City's Human Services Policy as adopted by Resolution 92-133.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor be, and hereby is, authorized to enter into the agreement with Larimer County for the provision of social and human services in 1997 at a cost to the City not to exceed Three Hundred Forty-Eight Thousand Five Hundred and Fifty Four Dollars (\$348,554), which agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

Passed and adopted at regular meeting of the Council of the City of Fort Collins this 7th day of January, A.D. 1997.

  
Mayor

ATTEST:

  
City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter called the "City"), and THE BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO (hereinafter called the "County"):

WITNESSETH:

WHEREAS, the City is desirous of supporting human services provided in the City and wishes to appropriate funds for human resource services; and

WHEREAS, the County has an established Department of Human Development which is charged with the administration and monitoring of the County human resource funds; and

WHEREAS, it is in the best interests of the City and the County that all such human resource funds within the County be administered and monitored by a single entity, with the appropriate entity being the Department of Human Development of Larimer County, Colorado; and

WHEREAS, the City desires to allocate Three Hundred Forty Eight Thousand Five Hundred Fifty-Four Dollars (\$348,554) of its funds to the County for the provision of social services to City residents in 1997 by local human resource agencies under contract with the County.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Term. This Agreement is effective January 1, 1997, and shall continue in full force and effect for a period of twelve (12) months thereafter.
2. County Duties. The County agrees to provide the City with the following services:
  - A. For the benefit of the City, the County shall contract, but as an independent contractor and not the agent of the City, with each individual human resource agency receiving City funds for the provision of social services to City residents pursuant to the agency's project grant application. Each contract shall require that the contracting agency comply with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990 (Public Law 101-336). The County shall require that the agencies comply with both of these acts.

B. The County shall monitor all such human resource agencies under contract with the County, for the benefit of the City, with respect to services provided, and agency administration to ensure the services are provided and administered in accordance with the agencies' grant application.

C. The County shall tender an annual progress report to the City detailing the progress of each agency.

An annual progress report shall be provided for the period of January 1, 1997 through December 31, 1997, by February 28, 1998; and shall include by way of illustration and not limitation, the following information for each agency:

- statistics on services provided;
- accounting of funds expended for the period for administrative purposes and for the program services.
- such other information as the City may require.

D. The County shall act for the benefit of the City, but as an independent contractor and not the agent of the City, in providing technical assistance to all of the funded human resource agencies receiving City funds for the purpose of providing proper and efficient services to the community.

E. The County, through its Department of Human Development, shall be responsible for receiving applications and distributing City funds according to accepted grants.

F. The County shall report the annual funding recommendations of the Human Resource Committee to the City to aid the City in determining how City funds should be allocated for human services in future years.

3. City Duties. The City shall provide for necessary payments, hereunder, as designated for the various funded human resource agencies. The City shall also appoint three representatives from the City's Human Relations Commission to serve as members of the County's Human Resource Committee.

4. Allocation of City Funds. City funds allocated to the County in the amount of \$348,554 for 1997 shall be disbursed by the County as follows:

B.A.S.E. Camp	\$ 6,120
Boys & Girls Clubs of Larimer County	22,320
CASA	6,296
Catholic Community Services/Northern	18,456
Center for Community Participation	8,084

Children's Clinic	9,872
Colorado Rural Legal Services	12,948
Crossroads Safehouse	16,668
Disabled Resource Services	10,516
Education & Life Training Center	14,464
Food Distribution Center	14,236
Front Range Exceptional Equestrians	1,932
Hope Counseling Centers	3,864
Information and Referral	18,666
LARICO Center for Youth & Families	10,160
Lutheran Family Services	3,864
Neighbor to Neighbor	11,948
New Bridges	2,132
Options	2,576
Partners	10,160
Project Self-Sufficiency	19,032
R-VNA Home Care	10,160
Respite Care	11,948
Retired & Senior Volunteer Program	3,220
Senior Chuckwagon	7,160
Sunshine School	9,792
United Day Care	14,520
Victim Advocate Program	10,304
Women's Center	20,676
TOTAL SERVICES	\$312,094
ADMINISTRATION	\$36,460
GRAND TOTAL	\$348,554

5. Payment. City funds to be allocated to the human service agencies by the County in the sum of Three Hundred Forty Eight Thousand Five Hundred Fifty-Four Dollars (\$348,554); or such portion thereof, as is due for funds actually disbursed by the County under the provisions of Paragraph 4 of this Agreement shall be provided to the County in installments of Eighty Seven Thousand One Hundred Thirty-Eight Dollars and Fifty Cents (\$87,138.50), on January 1, 1997; April 1, 1997; July 1, 1997; and October 1, 1997. Nine Thousand One Hundred Fifteen Dollars (\$9,115) of each payment shall constitute payment to the County for administration during each quarter.

6. Parties Representatives. For the purposes of this Agreement, the County hereby designates the Director of Human Development as its representative. The City designates the Director of Administrative Services as its representative.

7. Conditions of this Agreement. It is further agreed by and between the parties, hereto, as follows:

A. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties as an amendment hereto.

B. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach hereof.

C. Time is of the essence hereof.

D. This Agreement and the obligations of the parties hereunder, are expressly contingent upon the City budgeting and appropriating the funds needed to fulfill the City's obligations hereunder.

E. In the event that any human resource agency receiving City funds is audited by the Federal government and deemed ineligible to receive funds because of noncompliance with Section 504 and/or the Americans with Disabilities Act, the City shall release the County as to any loss or penalty resulting from that noncompliance and said agency shall not be provided any undistributed funds hereunder.

F. The County shall comply with the Single Audit Act of 1984 and shall furnish to the City a copy of the single audit report completed by an external auditor. Said report must be delivered to the City within thirty (30) days of its completion by the County.

8. Notice. For the purpose of providing notice pursuant to this Agreement, notice shall be deemed served on the other party when deposited postage prepaid in the United States Mail and forwarded to the following address of the parties hereto:

CITY: Director of Administrative Services  
City of Fort Collins  
Post Office Box 580  
Fort Collins, CO 80522

COUNTY: Director of Human Development  
Larimer County  
Post Office Box 1190  
Fort Collins, CO 80522

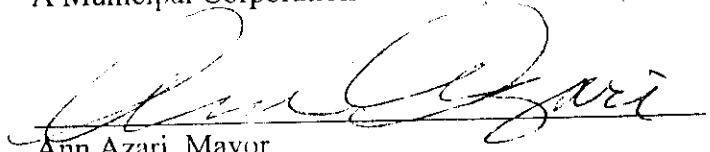
9. Default. Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

10. Remedies Upon Default. In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to:

(a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In any action brought to enforce the provisions hereof, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

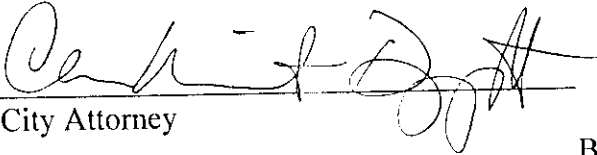
CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

  
Ann Azari, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

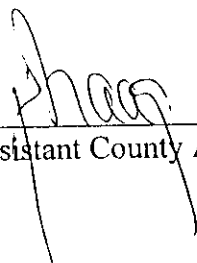
BOARD OF COMMISSIONERS  
OF LARIMER COUNTY, COLORADO

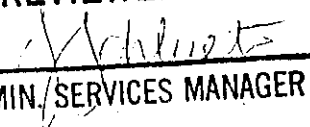
\_\_\_\_\_  
John Clarke, Chair

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant County Attorney

**REVIEWED BY:**  
  
\_\_\_\_\_  
**ADMIN/SERVICES MANAGER**