

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION AND FUNDING OF  
JUVENILE ASSESSMENT SERVICES BY THE LINK**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "IGA") is made and entered into by and between Adams County, a political subdivision of the state of Colorado represented by and through the Adams County Sheriff's Office "Sheriff", the city of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the city and county of Broomfield ("Broomfield"), a Colorado municipal corporation, the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Thornton, a Colorado municipal corporation ("Thornton"), the city of Westminster, a Colorado municipal corporation "Westminster", and The Link, A Community Assessment and Resource Center and Colorado non-profit corporation ("The Link"). The municipal corporations and the Sheriff identified herein will be referred to as "Participating Jurisdictions" and each individually as "Participating Jurisdiction." All parties to this IGA, including The Link, are referred to herein as "the Parties" and each individually as "Party."

**WITNESSETH:**

WHEREAS, Part 2 of Article I of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized by each of the contracting governments; and

WHEREAS, The Link has operated and initially served Adams County and the cities located within Adams County since its inception in October 1999, and Broomfield City and County since their addition to the 17th Judicial District; and

WHEREAS, The Link seeks annual intergovernmental agreements between itself and the identified Participating Jurisdictions it serves to establish joint funding obligations to enable The Link to continue to provide service to its Participating Jurisdictions; and

WHEREAS, the Parties collectively desire to enter into this IGA to provide funding for The Link and thereby ensure that The Link can continue to provide its services to juveniles and their parents.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

## **I. GENERAL PROVISIONS**

- A. The Link shall maintain a centralized location for the provision of assessment, mediation, and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the services, as identified herein, for the Participating Jurisdictions that are a party to this IGA.
- B. The Link will operate from 9025 Grant Street, Suite 150, Thornton Colorado 80229, and will provide services to the Participating Jurisdictions from this location. Nothing herein intends to restrict The Link from relocating or moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.
- C. The Participating Jurisdictions agree to allocate and commit funds for The Link's 2020 operating year in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all Participating Jurisdictions.

## **II. SERVICES PROVIDED**

- A. General Service. The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Participating Jurisdictions and their constituents. Funding provided to The Link pursuant to this IGA by the Participating Jurisdictions shall be for the services described herein.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 7 and 17 years of age; up to the day prior to an individual's eighteenth birthday ("Juvenile"). The principle services of The Link are:
  - 1. Provide a centralized location for the assessment of Juveniles and referral to community resources and other intervention programs and services for Juveniles and their families who are referred to The Link by the Participating Jurisdictions.
  - 2. Conduct assessments of the needs of Juveniles and their families which may include, but is not limited to, screening for violence potential and self-destructive tendencies, human trafficking, substance use, abuse and neglect, future criminal behavior risk and treatment need factors.

3. Make prompt referrals of Juveniles and their families to appropriate community services and agencies based on needs assessment and any and all other pertinent information.
4. Provide crisis and mediation intervention for Juveniles and their families referred by the Participating Jurisdictions and the Juvenile's family. The Link shall provide case coordination to support the progress of the intervention and resource referrals. Case information and The Link reports shall be shared for applicable pre-sentencing and status reports for municipal courts.
5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.
6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
7. Provide multi-tiered service approach, 24 hours-a-day, on all days of the year, through the provision of detention and screening services for delinquent Juveniles placed into a juvenile detention center, or intervention for applicable alternatives to detention according to Colorado Youth Detention Continuum (CYDC) and the funding provided The Link by contract pursuant to that legislation.
8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
9. Based on the services provided under contract with CYDC, The Link will ensure all staff receive training for screening and assessments to help determine the level of detention security required, and report findings to participating jurisdictions.
10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
11. Provide pre-screening of Juveniles for county and municipal offenses, misdemeanor and traffic warrants within the 17<sup>th</sup> Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges, screening of Juveniles to Level 4 home monitoring or shelter placement as it may be available, and the screening of Juveniles

into juvenile detention if pending criminal charges require detention pursuant to the annual review of the CYDC funding.

12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all necessary supplies, equipment, materials, and services, including professional services, and to hire and discharge employees of The Link, as deemed necessary to operate The Link.
  - D. Fees. Fees, if any are to be charged for additional services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate. Such fees, however, shall not be duplicative of expenses or charges related to the Annual Assessments or IGA Contributions.
  - E. Usage by other Entities. The Link Board of Directors ("Board"), by formal Board action, may permit other entities to make use of The Link services, or to permit Juveniles residing outside the 17<sup>th</sup> Judicial District, to be referred to The Link. The formal Board action shall include the charge to other entities to make use of The Link services and the terms of payment for such services. The Annual Assessments from Participating Jurisdictions shall not be used to fund services to other entities.

### **III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT**

- A. Appropriation and Funding Obligations. The Each Participating Jurisdiction shall pay an Annual Assessment to the Link for the services as set forth in Exhibit A by the 31st day of January of the year during which said funds are to be expended by The Link. The payment of each of the Participating Jurisdictions to The Link pursuant to this IGA is subject to the annual appropriation process of the respective Participating Jurisdiction in the manner required by state statute and local ordinance.
- B. Calculation of the Annual Assessment. Each Participating Jurisdiction shall be apportioned a percentage of the budget as an Annual Assessment based on the cost of that jurisdiction's pro rata share of the current six-year average of historical juvenile transports from the relevant jurisdiction to The Link as compared to the total for all of the Participating Jurisdictions ("Annual Assessment"). The Annual Assessment for 2020 represents the same contribution amount as 2017 which is reflected in Exhibit A under the Assessment Amount.

- C. Should any of the Participating Jurisdictions be partially within and partially without the territorial limits of the 17<sup>th</sup> Judicial District, the Party's Juvenile transport data within the 17<sup>th</sup> Judicial District shall be computed with the pro rata share of the Annual Assessment. Such jurisdiction shall only refer Juveniles within the boundaries of the 17<sup>th</sup> Judicial District to The Link.
- D. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1<sup>st</sup> of each year, such entity may be included in this IGA by amendment as a "New Jurisdiction." The New Jurisdiction's assessment for its first year shall be determined based upon that jurisdiction's historical juvenile arrest and transport data available as applicable from that New Jurisdiction as a proportion of the revised total for all of the Participating Jurisdictions multiplied by the Annual Assessment and adjusted for the remaining number of months of service in the calendar year. The monies as determined by this formula will be appropriated and paid thirty (30) days subsequent to execution of an Amendment to this IGA by all the Parties, as provided herein. For subsequent years, a New Jurisdiction's Annual Assessment shall be based on the formula provided for Participating Jurisdictions.

#### **IV. BUDGET**

- A. Budget Process. The Link shall annually prepare a preliminary budget and submit said budget to The Link's Board for approval. The preliminary budget shall contain detailed estimates of the operating expenses for the subsequent year. The preliminary budget shall identify the dollar amount of all revenue sources including the portion of revenue anticipated from Annual Assessments. The preliminary budget shall be approved by the Board by October 1<sup>st</sup> of each year. The approved preliminary budget shall be made available to the governing bodies of each of the Participating Jurisdictions as soon as possible.
  - 1. The Participating Jurisdictions may provide and propose comments, concerns, or changes to the approved preliminary budget to the Board on or before November 1<sup>st</sup> of each year. The Board may adjust the budget or Annual Assessments based on the proposals or comments of the Participating Jurisdictions.
  - 2. The final budget shall then be approved by the Board and certified by the Board's chair and treasurer ("Final Budget") The Final Budget shall be submitted to each of the governing bodies of the Participating Jurisdictions no later than December 31st of each year that this IGA is in effect.

- B. Contributions to the Budget. The Participating Jurisdictions shall contribute Annual Assessments as set forth in Exhibit A for each term of this IGA.

## **V. FUNDS AND OPERATIONS**

- A. Designation of Funds. All funds paid to The Link by the Participating Jurisdictions, and any monies generated by The Link itself, shall be placed into a designated fund. Any operating expenses incurred by The Link shall be paid from said fund.
- B. Choice of Depository. All monies belonging to The Link or designated for use by The Link shall be deposited in the name and to the credit of The Link with such depositories as The Link shall from time to time designate, in compliance with all applicable laws.
- C. Disbursement of Funds. No disbursements of funds as provided by this IGA shall be made from the funds of The Link except by check, or credit card under the name of The Link.
- D. Fiscal Responsibility. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.
- E. Operating and Capital Reserves. The Board shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of establishing reserves which may be used for operating expenses such as expansion of services or replacement of equipment; or to establish capital improvement funds to provide for non-operating expenses of The Link such as improvements to the new building to accommodate The Link's use.
- F. Insurance. The Link shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or the Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.
- G. Use of Funds. Nothing herein is intended to restrict or prohibit The Link from using the budget funds for any purpose as authorized by any grant funds or in connection with the services provided by The Link.

## **VI. RECORDS AND REPORTS**

- A. Record Keeping. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit prior to the end of the calendar year. Such audit shall be conducted by an independent certified public accountant, registered and licensed to practice in the State of Colorado. The audit shall be made available for review by the respective Participating Jurisdictions upon request.
- C. Annual Report. By March 1<sup>st</sup> of each year, The Link shall prepare, present, and provide to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state or local officials to whom such report is required to be made in the course of operations.
- E. Reports Requested by the Participating Jurisdictions. The Link may, where practical, make available to Participating Jurisdictions reports or accountings of internal operations or expenses upon reasonable request.

## **VII. DEFAULT IN PERFORMANCE**

- A. Default by The Link. If, for whatever reason, The Link ceases its operation at any time during the calendar year, such cessation of services shall constitute a material breach of this IGA and will relieve the Participating Jurisdictions of their funding obligation for any pro rata share of funding submitted for the end of the IGA term. In such an event, the Link shall immediately notify the Participating Jurisdictions of the cessation of services. Upon such notice, the Participating Jurisdictions shall be relieved of any and all obligations contained herein. The Link shall reimburse to the Participating Jurisdictions their remaining pro rata share to the extent that such funds are available and upon the cessation of the services.
- B. Default by Participating Jurisdiction. In the event that any Participating Jurisdiction fails or refuses to provide the agreed upon funding pursuant to Exhibit A for any calendar year, after February 1<sup>st</sup> of such calendar year, such failure to pay shall constitute a material breach of this IGA. The Link shall notify the Participating Jurisdiction of such breach and if such breach is not cured within 30 days of such notification, the failure to cure shall constitute a material default and the Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from this IGA. The Link shall thereafter be free to refuse the provision of services for any Juvenile from that Participating Jurisdictions' geographical area.

## **VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT**

- A. Term and Renewal of IGA. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2020 and ending on December 31, 2020 ("Term"). After the Term, the Participating Jurisdictions shall have an option to renew this IGA for an additional one year ("Renewal Term") upon written notification to The Link of intent to renew, dated 90 days prior to the end of the Term.
- B. Termination by Written Notice. Any Participating Jurisdiction's participation in this IGA may be terminated by written notice from the Participating Jurisdiction to The Link dated at least 90 days prior to January 1<sup>st</sup> of any given year. Any Participating Jurisdiction terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its Annual Assessment previously paid to The Link.
- C. Termination of Participating Jurisdiction/Loss of Funds. Upon termination of a Participating Jurisdiction, whether by default in performance or by written notice, the remaining Participating Jurisdictions may continue to participate in this IGA. The Board, upon such termination of a Participating Jurisdiction may act to adjust the budget, or hours of operation to accommodate the loss in funds unless the remaining Participating Jurisdictions negotiate an amendment to the IGA setting forth revised Annual Assessments to address the immediate shortfall of funds or the Parties agree to terminate the IGA.
- D. Powers of The Link upon Termination by a Majority. This IGA may be terminated by the mutual agreement of a majority of the Parties. Upon such termination, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets of The Link.

## **IX. AMENDMENT**

This IGA may be amended at any time in writing by agreement of the Parties to this IGA subject to approval of the various governing bodies of the Participating Jurisdictions and The Link.

## **X. SEVERABILITY**

If any article, section, paragraph, sentence, clause or phrase of this IGA is held to be unconstitutional, illegal, or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this IGA.

## **XI. COUNTERPART**



This IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken as a whole shall constitute one and the same instrument. A copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail. The IGA shall become effective once all Parties have executed the IGA.

## **XII. NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third-party receiving benefits from this IGA shall be deemed an incidental beneficiary only.

## **XIII. SUPERSEDES**

This IGA supersedes and replaces all prior agreements and all amendments.

## **XIV. NON-DISCRIMINATORY POLICY**

The Link shall make its services, facilities, and programs available to all persons ages 7-17 up to their eighteenth birthday regardless of race, color, creed, national origin, ancestry, sex, sexual orientation, marital status, religion, or disability.

## **XV. NO GENERAL OBLIGATION INDEBTEDNESS**

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Participating Jurisdictions to pay the Annual Assessment hereunder constitutes a current expense of the Participating Jurisdiction payable exclusively from the Participating Jurisdiction's funds and appropriated each fiscal year, and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20, of the Colorado Constitution, a general obligation of indebtedness of the Participating Jurisdictions within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Participating Jurisdictions has pledged the full faith and credit of the state, or the Participating Jurisdictions to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Participating Jurisdictions to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

## **XVI. LITIGATION**

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

## **XVII. WAIVER**

A waiver by any Party of a breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by any other Parties.

## **XVIII. PARAGRAPH CAPTIONS**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this IGA.

## **XIX. GOVERNMENTAL IMMUNITY**

The Participating Jurisdictions acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Participating Jurisdictions, their officers, or employees.

**IN WITNESS WHEREOF**, the Parties hereto have executed this IGA to become effective upon final execution by all Parties.

**CITY OF BRIGHTON, COLORADO**

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By: Gregory Mills  
Title: Mayor

Date

ATTEST:

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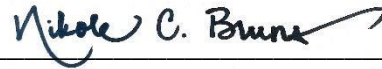
By: Natalie Hoel  
Title: City Clerk

APPROVED AS TO FORM:

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By: Jack D. Bajorek  
Title: City Attorney

THE LINK  
A Community Assessment and Resource Center  
A Colorado Non-Profit Corporation



2 December 2019

By: Nikole C. Bruns

Date

Title: Executive Director

# EXHIBIT A

EXHIBIT A 2020 IGA Contributions												
YEAR	2013	2014	2015	2016	2017	2018	Grand Total	6 Yr Total	6 Yr. Agency Average	2017-19 IGA Contributions	% of Link Usage 2016	2020 IGA Contribution
AGENCY												
ACSO	86	90	188	186	162	217	929	929	133	\$108,721	15%	\$108,721
Brighton	120	165	208	164	127	122	906	906	142	\$59,795	13%	\$59,795
Broomfield	n/a	n/a	n/a	30	53	59	142	142	41	\$25,000	2%	\$25,000
Commerce City	53	72	133	116	70	74	518	518	80	\$48,924	9%	\$48,924
Northglenn	32	46	72	82	68	51	351	351	56	\$48,924	6%	\$48,924
Thornton	311	316	617	562	280	330	2,416	2,416	393	\$217,438	44%	\$217,438
Westminster	58	62	116	133	94	85	548	548	86	\$59,795	11%	\$59,795
TOTAL	660	751	1334	1273	854	938	5,810	5,810		\$568,597	100%	\$568,597
Scheduled Interventions/Self Referrals as a result of law enforcement contact	29	100	279	289	163	91	951	999				
Schedule: 24 hour operations												
Employees: 11 FTE, 1 PTE												