

**AGREEMENT FOR CO-RESPONDER SERVICES  
BETWEEN THE CITY OF BRIGHTON AND  
COMMUNITY REACH CENTER, INC.**

THIS Agreement is made and entered into by and between the **City of Brighton**, a Colorado municipal corporation (City), and **Community Reach Center, Inc.** (Contractor) (collectively "the Parties").

WHEREAS, Contractor is a non-profit community mental health center and provides mental and behavioral health services for residents in the City of Brighton and desires to collaborate with the City to develop and provide a co-response program with the City's Police Department; and

WHEREAS, the services provided by the Contractor are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Brighton; and

WHEREAS, the City recognizes that the services to be provided by Contractor to the City are provided at a cost to the Contractor; and

WHEREAS, the City desires to contribute financially to help offset such costs; and

WHEREAS, the City applied for and received a funding grant from the State of Colorado to provide a co-response program to the citizens of Brighton that aims to prevent unnecessary incarceration and hospitalization of individuals with a behavioral health issue; and

WHEREAS, the Parties desire to provide co-response services through a collaboration between the City and the Contractor to create the Brighton Police Co-Responder Program ("Program"); and

WHEREAS, this Agreement sets forth the Agreement of the Parties in providing the services necessary to implement the Program.

NOW, THEREFORE, in order to serve an important public purpose and provide necessary services for the benefit of the City and its inhabitants, the City and the Contractor mutually agree as follows:

TERM: The initial term of this Agreement is from the date the contract is finalized through December 31, 2023, and will be renewed annually by mutual written agreement of the Parties through the termination date of September 30, 2025. The Agreement complies with terms of the Bureau of Justice Affairs FY22 Justice and Mental Health Collaboration grant. Any extensions to this Agreement shall be coordinated to coincide with the budget calendar for the United States

government, which is October 1<sup>st</sup> through September 30<sup>th</sup>. This Agreement may be renewed in writing for three (3) additional years, subject to grant funding and annual budget appropriation.

**DUTIES AND PAYMENT:** The Contractor agrees to provide the services listed in **Attachment A**. The City is authorized to spend up to \$879,168.00 in grant funding from January 1, 2023, through September 30, 2025, and the City will annually appropriate funds remaining each year. Contractor shall invoice the City monthly, by the 10<sup>th</sup> of the month, and the City agrees to pay the Contractor within thirty (30) days of receiving the invoice. It is the understanding of the Parties that the payments identified herein shall constitute the total compensation payable by the City for the services identified herein and provided by the Contractor.

**GOOD FAITH ESTIMATE:** The payments specified in this Agreement have been determined through a good-faith and service estimation conducted by the Parties and as outlined in the grant application submitted to the Department of Justice/Bureau of Justice Affairs for the program. Any payments submitted by the City to the Contractor are unrelated to the volume or value of any referrals or business generated between the Parties and are intended only as consideration for the Contractor's services with the Program.

**REPORTING REQUIREMENTS:** The Contractor agrees to provide reports to the Brighton Victim Services Manager, as required by the Bureau of Justice Affairs Co-Responder Mental Health Grant and the City of Brighton. These reports shall contain complete and accurate statements of services rendered and shall be signed by the Contractor and will be provided at least quarterly, the first one being due April 10, 2023.

**RELIABILITY OF REPORTS:** Contractor represents that all information Contractor has provided to the city is true and correct. Contractor will provide truthful information to the city and the City can rely on such information in modifying, making payments, or taking any other action concerning this Agreement. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Agreement and to pursue any other available remedies against the Contractor. Contractor is required to use the City-selected Software Network System. Reports to the city will come from this system. A breach or just cause for the City to terminate this Agreement cannot occur for any error that is the fault of the Software System and not Community Reach.

**AUDIT:** The City reserves the right to conduct an audit of all records related to this Agreement should the City have concerns about the Contractor's performance of any of the services listed in **Attachment A**. Any such audit will maintain the confidentiality of any mental health treatment records or notes.

**INTEGRATED AGREEMENT AND AMENDMENTS:** This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing and signed by duly authorized representatives of the

respective parties. This Agreement incorporates by reference the attachments checked below:

**Attachment A** (Scope of Services)

**Attachment B** (Budget)

**STATUS OF CONTRACTOR:** The Contractor shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing the Contractor, including its agents and employees, as an agent of the City. The Contractor shall remain an independent and separate entity. The Contractor shall not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. **The Contractor is not entitled to City workers' compensation benefits and will comply with State law regarding providing workers' compensation to its employees. Contractor understands its obligation to pay federal and state income tax on money earned pursuant to this Contract, if applicable.**

**PERSONNEL:** Contractor agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services. The Clinician and the Supervisor will be licensed mental health professionals.

If through no fault of Contractor, the Contractor is unable to fulfill its obligations under this agreement for Personnel set forth in Exhibit A, the Parties have agreed to the following for vacancies and leave allowed under State and Federal laws. Circumstances may arise that impact Contractor's personnel and give rise to the inability to fulfill Contractor's obligations. In the case of vacancies or shortages that are caused by employee turnover, leaving a position vacant for some period of time, Contractor agrees to deduct the costs associated with the position from the monthly invoices whenever the vacancy period exceeds three weeks. In the case of leave required under the Family Medical Leave Act or any other State law currently in place or put in place in the future where Contractor's employee is on leave and receiving benefits with the intent to return to the position, no change in the monthly invoicing will occur for a period of twelve (12) weeks. If such period extends beyond twelve (12) weeks, in order to assure the success of the program and the grant, Contractor agrees to hire or transfer the Full-Time-Equivalent position to another individual.

**INSURANCE:**

- A. Contractor must carry those insurance coverages noted below:
- A general liability policy with limits no less than \$1,000,000 per occurrence.
  - A workers' compensation insurance policy covering all employees and complying with state law.
  - An automobile liability insurance policy covering bodily injury and property damage with limits of no less than \$1,000,000 per occurrence.
- B. Before the effective date of this Agreement, the Contractor shall present to the City a certificate(s) showing it has in effect the required insurance. The general and automobile liability certificate(s) shall name the City, its officers, agents, and employees as Additional

Insureds. Any variance to these insurance provisions must be approved in writing by the City and will become incorporated as an addendum to this Agreement.

- C. Contractor shall not cancel, materially change, or fail to renew insurance coverages during the term of this Agreement. Contractor shall notify the City of any material reduction or exhaustion of aggregate limits. In the event any policy is canceled or has a material reduction of aggregate limits before final payment by City to Contractor, Contractor shall immediately procure other insurance sufficient to maintain the insurance requirements of this Agreement. Failure to maintain insurance or procure replacement insurance is grounds for termination of this Agreement.
- D. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this Agreement.
- E. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado.

INDEMNITY: The contractor agrees to defend, indemnify, save, and hold harmless City, against all third-party claims and liability, to the fullest extent allowed by applicable law, including but not limited to of, or in any way connected with the work of Contractor's negligent performance, wrongful act(s) or omission(s) or breach of performance under and pursuant to the Agreement. Contractor's indemnification obligations shall include, without limitation, claims, damages, penalties, forfeitures, suits, losses, and/or demands arising from (i) claims by third parties for loss or damage to property or personal injuries, including death; (ii) claims for any violation of applicable law, arising out of, in any way connected with, or resulting from the work and any activities performed under this Agreement. Without limiting the generality of the foregoing, claims for which Contractor may be or is alleged to be liable shall apply to the indemnity provisions hereof. Liability caused by the negligence, gross negligence, willful misconduct or intentional acts of City, its officers, employees, or agent(s) shall be the responsibility of the City but only to the extent of that liability. The indemnification obligations hereunder are not limited by insurance coverage.

Upon commencement of any such suit or action against the Contractor, the Contractor shall provide prompt notice to the City, and shall defend the same at its own cost and expense. If a judgment is rendered against the City for any action or inaction that Contractor is responsible for in such an action or suit, Contractor shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

Upon commencement of any such suit or action against the City, for which the contractor may be liable in whole or in part, the City shall provide prompt notice to the Contractor, and shall defend the same at its own cost and expense. This Agreement and this Indemnification Section does not in any way waive governmental immunity and all limitations on liability found in the Colorado Governmental Immunity Act.

TERMINATION:

- A. This Agreement may be terminated by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance as specified in such notice are not corrected within sixty (60) days of the date of such notice, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein contained.
- B. This Agreement may be terminated by the City for any or no reason upon written notice delivered

to the Contractor at least ninety (90) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

- a. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and
- b. The Contractor shall deliver all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and
- c. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept, and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. The Contractor shall not be entitled to payment beyond the date of termination.
- d. The Contractor may terminate this Agreement without penalty, upon providing at least ninety (90) days notice prior to termination.

NOTICE: Any notice required by either party pursuant to this Agreement shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

City	Contractor
City of Brighton	Community Reach Center, Inc.
3401 E. Bromley Lane	1870 W. 122 <sup>nd</sup> Ave.
Brighton, CO 80601	Westminster, CO 80234
Attn: Matthew Domenico	Attn: Rick Doucet

PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Agreement shall be construed as to their fair meanings, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE: All headings, captions, and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.

COMPLIANCE WITH ORDINANCES AND REGULATIONS: The Contractor shall perform all obligations under this Agreement in strict compliance with all federal, state, county and city laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Agreement, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, sexual orientation or identity, gender, race, religion, national origin, immigration status, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

NO THIRD PARTY BENEFICIARIES: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF CITY: All financial obligations of the City under this Agreement are contingent upon grant appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the City credit, or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

WAIVER: No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

SEVERABILITY: Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado as well as applicable federal laws, regulations, and policies. Should such laws be amended as to modify this Agreement, such Amendment shall be incorporated herein and be immediately effective between the Parties.

AUTHORITY: The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

MEDIATION FOR BREACH OF CONTRACT: If there is a breach of contract and it is alleged that the party or parties who allegedly breached the contract have not cured the breach, then Mediation shall be required prior to the filing of any lawsuit.

*The rest of this page is left intentionally blank.*

IN WITNESS WHEREOF, The Parties have signed this Agreement effective this 21 day of Feb. 2023

THE CITY OF BRIGHTON \_\_\_\_\_

a Colorado municipal corporation

\_\_\_\_\_  
City Manager Michael Martinez

ATTEST:

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

APPROVED AS TO FORM:

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

Community Reach Center, Inc.

DocuSigned by:  
Rick Doucet  
1F435B157696465...

\_\_\_\_\_  
Chief Executive Officer

State of Colorado )

) ss.

County of Adams )

The foregoing instrument was acknowledged before me, a notary public, this 21 day of February, 2023 by Rick Doucet as CEO.

Jessica Vuckovich  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20224026175  
MY COMMISSION EXPIRES 07/05/2026

Jessica Vuckovich  
Notary Public

SEAL

## **ATTACHMENT A**

### **Statement of Work**

#### **1. Partners**

The Brighton Police Co-Responder Program (Brighton CRP) is a collaborative effort between the following partners, including a Steering Committee with leadership from each organization:

- Community Reach Center, Inc.
- Brighton Police Department
- Defi Consulting, Dr. Lisa Ingarfield, Researcher
- Bureau of Justice Affairs – Subject Matter Expert

#### **2. Goals and Background**

The Program aims to divert individuals with behavioral health conditions from involvement in the criminal justice system and instead engage them in treatment. Involvement in the criminal justice system is defined broadly, as diversion from any type of contact with law enforcement or upon release from the detention facility, including the possibility of arrest/re-arrest. The Program focuses on the adult population but is able to serve individuals of any age. Key goals of the Program are to:

- Build a multi-agency infrastructure, with our community partners focused on the recovery, treatment, and reduction of criminal justice system contacts for individuals in mental health and/or substance abuse crises.
- De-escalate individuals in crisis to reduce the use of force incidents by connecting individuals with immediate, on-scene, evidence-based treatment options.
- Utilize appropriate alternatives to arrest for individuals in serious mental health and/or substance use crises.
- Connect individuals with local, ongoing behavioral health treatment options.

#### **3. Program Operations**

The Program is comprised of the following team members:

- One (1) full-time equivalent behavioral health clinician (Considered Non-Essential personnel for staffing needs)
- One (1) full-time equivalent case manager (Considered Non-Essential personnel for staffing needs)
- One (1) behavioral health clinician supervisor at 33 %



- Program Coordination Group consisting of City employees and Community Reach service providers
- Leadership and management support from the City of Brighton

The behavioral health clinician will be dispatched to crisis scenes, along with law enforcement officers, via direct officer request or through ADCOM dispatch operators. Program contacts include cases where (1) a crisis intervention is delivered to an individual by behavioral health staff and law enforcement, (2) the individual is at risk of involvement in the criminal justice system, and

(3) the individual demonstrates a behavioral health issue. Participation in the Program is voluntary; individuals who agree to participate receive a referral for ongoing treatment and outreach from clinicians. The Program team will meet weekly to coordinate follow-up efforts, discuss and plan for complex cases, and receive topic-specific training (e.g., safety and situational awareness, education, and techniques regarding specific behavioral health conditions, etc.). Program procedures are outlined below: The Program team will cooperate with Dr. Lisa J. Ingarfield, Defi Consulting, for research, evaluation and data analysis of the Program.

#### **4. Initial Encounter Procedure**

- Clinicians are embedded during peak hours at Brighton Police Department, with mobile response throughout the City of Brighton.
- Officers and other City of Brighton employees can contact clinicians directly or request a response through the ADCOM.
- A clinician and officer(s) respond to a scene together, and the officer clears the scene for safety.
- Clinicians may utilize designated unmarked police department vehicles for work related travel, or clinicians may utilize their own vehicles as needs require.
- Clinicians provide de-escalation services and assess for an emergency psychiatric hold, ongoing mental health and/or addictions treatment needs which could include a referral for peer support.
- If there is probable cause for criminal charge(s), the officers decide whether to divert or file the charge(s). The clinician may still provide de-escalation and referral services if charges are filed.

- Clinicians can accompany officers to the hospital to provide collateral information and facilitate a warm hand- off.
- Clinicians provide referrals and case management as needed for individuals released from custody at the Brighton Police Department.

#### **5. Outreach and Follow Up Procedure**

The case manager will follow-up with clients within 24 hours of the initial encounter and facilitate a warm hand- off to community-based services. Community Reach case manager and clinician(s) meets with the client to assist with engagement into ongoing treatment, by providing support for the following types of services:

- Screening and assessment to refer for further treatment needs (e.g., outpatient therapy, psychiatry)
- Care coordination with existing treatment providers, including behavioral, physical, and dental health needs, as well as probation and other services
- Connection to other community-based services, including AA, Imagine!, homeless shelters, food banks, legal aid, and others

#### **6. Performance Deliverables and Reports**

- A. Contractor shall provide twenty to thirty (20-30) encounters per month.
- B. Contractor shall submit quarterly reports that indicate: 1) encounters per week; 2) encounters per month; 3) client demographics (unduplicated); 4) encounters by law enforcement agency; 5) encounters by day of the week; 6) encounters by time; and 7) percent engaged by month (if a CRC client only - CRC is unable to track engagement for clients who seek services elsewhere) (at least one face-to-face visit within sixty(60) days of their most recent Brighton CRP field contact).
- C. Contractor shall provide all data necessary or requested by Defi Consulting who will be assessing the effectiveness of the Program.

Accrued Paid Time Off	0.00	0.00	0.00
FICA	12,288.00	12,656.00	9,777.00
State Unemployment	371.00	382.00	295.00
HSA	884.00	910.00	703.00
Health Insurance	16,704.00	17,205.00	13,291.00
Retirement	7,788.00	8,021.00	6,196.00
Dental	401.00	413.00	319.00
Life Insurance	1,392.00	1,434.00	1,108.00
Workers Compensation	712.00	733.00	566.00

<b>TOTAL COMPENSATION</b>	<b>205,341.58</b>	<b>211,499.62</b>	<b>163,383.49</b>
<b>CLIENT RELATED</b>			

**OCCUPANCY**

ip Rental	0.00	0.00	0.00
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<b>TOTAL OCCUPANCY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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**OPERATING**

Office Equip < \$5,000	0.00	0.00	0.00
Furnishings < \$5,000	0.00	0.00	0.00
Printing	0.00	0.00	0.00
Travel	3,000.00	3,000.00	2,250.00
Seminars & Training	0.00	0.00	0.00
Meals & Meeting Supplies	0.00	0.00	0.00
Team Building	104.85	104.85	104.85

<b>TOTAL OPERATING</b>	<b>3,104.85</b>	<b>3,104.85</b>	<b>2,354.85</b>
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**BAD DEBT**

**OTHER COSTS**

COV19 Expense	0.00	0.00	0.00
Outpatient Common Cost	0.00	0.00	0.00
Front Desk Common Cost	0.00	0.00	0.00
Center Common Cost	7,614.32	7,842.75	6,058.52
Clinical Common Cost	43,294.19	44,593.02	34,448.11
<b>TOTAL OTHER COSTS</b>	<b>50,908.51</b>	<b>52,435.76</b>	<b>40,506.63</b>
<b>IN-KIND</b>			

<b>TOTAL DIRECT EXPENSES</b>	<b>259,354.94</b>	<b>267,040.24</b>	<b>206,244.97</b>
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<b>CONTRIBUTION MARGIN</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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Management Fee/20%	51,870.99	53,408.05	41,248.99
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<b>TOTAL EXPENSES</b>	<b>311,225.92</b>	<b>320,448.29</b>	<b>247,493.96</b>
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