

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN ADAMS COUNTY MUNICIPALITIES, SCHOOL DISTRICTS AND OTHER GOVERNMENTAL ENTITIES FOR THE ESTABLISHMENT OF THE NORTH METRO YOUTH DIVERSION PROGRAM AND A GOVERNING NORTH METRO COMMUNITY DIVERSION BOARD.

THIS AGREEMENT, made by and between the CITY OF NORTHGLENN, CITY OF THORNTON, CITY OF WESTMINSTER, CITY OF FEDERAL HEIGHTS, CITY OF COMMERCE CITY, CITY OF BRIGHTON, MAPLETON SCHOOL DISTRICT, SCHOOL DISTRICT #12, SCHOOL DISTRICT #27J, SCHOOL DISTRICT #14, WESTMINSTER PUBLIC SCHOOLS, and ADAMS COUNTY HUMAN SERVICES hereafter individually referred to as "participating member," on this _____ day of _____, _____. The purpose of this agreement is to provide for the establishment of the North Metro Youth Diversion Program and its governing board.

WHEREAS, intergovernmental agreements between political subdivisions of the State of Colorado are authorized by Colo.Rev.Stat. §29-1-203; and

WHEREAS, the growing numbers of youth and young criminal offenders involved in alcohol, illicit drugs or petty crime cause a direct detriment to the public safety, health and welfare of all participating members of this intergovernmental agreement (hereafter "IGA"); and

WHEREAS, the establishment of the North Metro Youth Diversion Program would provide a mechanism for first-time youth offenders or youths referred by schools, social services or families to receive education, intervention and training designed to avert repeat or future unlawful behavior; and

WHEREAS, the parties hereto desire to enter into an IGA for the purpose of providing for the establishment of an area-wide youth diversion program and an oversight body to effectively deal in a coordinated manner with the growing problems of juvenile substance abuse and crime; and

WHEREAS, the parties to this agreement recognize the importance of parental involvement in combatting the problems of juvenile substance abuse and crime and believe it must be a priority to encourage parental participation in diversion programs offered to juvenile offenders:

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between each of the parties as follows:

1. Purpose. The purpose of this IGA is to create an entity that will be responsible for selecting and overseeing youth diversion program providers which shall provide education, intervention and training to all first-time juvenile offenders either apprehended by law enforcement officers, processed through municipal or county courts, referred by schools, referred by social service agencies, or referred by their families. The diversion providers shall initially provide services addressing youth and family issues of alcohol use and shall be prepared to expand these services to address other youth substance abuse and crime issues. Additional purposes of this IGA are to provide enhanced tools for enforcement of juvenile offenses, Enclosure 5

to reduce the numbers and proportions of first-time juvenile offenders who appear in municipal and state courts, and to provide a means for the coordination of uniform juvenile offender policies between the parties hereto.

2. Creation. The North Metro Youth Diversion Program (hereafter "YDP") is hereby created and established.

3. Governing Board. The governing board of the YDP shall be known as the North Metro Community Diversion Board ("Board") and shall be comprised of at least one person appointed by each participating member and such other members as the Board shall appoint. Participating members and the Board should insure that Board members include representatives from police agencies, municipal judiciary, city councils, school districts, social service agencies, youth, and the community at large. The term of office of each Board member shall be that as determined by the governing body of each appointing member, or the Board, with respect to members appointed by it. Total membership shall not exceed 20, however participating member appointees must always be a majority of the total membership. The Board shall have the authority to call meetings; select and contract with any diversion provider or consortium of providers ("Provider"); approve administrative payments; apply for and receive grant funds; monitor program effectiveness; and communicate with participating members including police departments, courts, schools, social service agencies and community organizations. Board members shall act as a liaison between the YDP and the governing body of each participating member, and shall advise as to juvenile offense policies as requested. Formal actions of the Board must be approved by a majority vote of those present. The Board shall elect a presiding officer, secretary and treasurer and may elect or appoint such other officers and adopt such internal procedures and policies as it deems necessary to advance the purposes of the YDP.

4. Funding. YDP may accept contributions from participating members or others and may apply for and receive grants to be used for administrative purposes or to provide funding for indigent or partially indigent program participants. No participating member shall be required to make a financial contribution, payment, or assessment to YDP or to bear any financial responsibility other than a proportionate share of administrative support services, if necessary. No Board member shall receive any remuneration for services rendered to the YDP, but may be reimbursed for necessary expenses. Juveniles referred by law enforcement, courts, schools, social service agencies or families to the Provider shall bear their assigned costs of and be responsible for payment for intervention, training and educational services received. It is anticipated that the services provided thru the YDP shall be self-sufficient in that the Provider's services shall be paid for from the fees and costs collected from program participants or from contributions or grants designated to fund indigent program participants.

5. Contract Authority. The YDP shall have the authority to enter into contracts or agreements with Providers which shall be responsible for training, educating, intervening and billing all juveniles referred thereto. Any such contract or agreement shall contain, at a minimum, the following provisions: (1) the YDP may terminate the contract or agreement at any time and for any reason upon thirty (30) days written notice to the Provider; (2) the Provider shall provide to the YDP a quarterly status report which shall include the numbers, ages, gender, referring agency and case disposition of all participants, and a financial report showing costs paid and fees collected; (3) a statement that YDP shall not be responsible for the payment of any services rendered by the Provider; and (4) a statement that the Provider agrees to

indemnify and hold harmless the YDP and its participating members from any and all liability associated with the services it provides. YDP may also enter into such contracts as are necessary to receive grant funds from various government and private sources.

6. Administrative Support. Each participating member agrees to provide its proportionate share of administrative support services to the Board as required, which may include, without limitation, staff consultation, meeting facilities, office supplies, stationary, postage, and use of existing phones, faxes and computer equipment.
7. Effective Date. This Agreement shall become effective upon the date of execution, and shall remain in force until it is terminated. Any participating member may terminate its membership in the YDP with or without cause upon thirty (30) days prior written notice to the Board.
8. Additional Participating Members. With approval from the majority of the Board, additional governmental entities may become participating members of the YDP by executing this IGA.
9. Severability. If any part of this Agreement is held invalid or illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions herein shall not be affected, it being the intent of the parties that each provision of this Agreement is separate and severable.
10. Third Party Claims. The parties agree that enforcement of the terms and conditions of this Agreement shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement, it being the intention of the parties that any other person other than the parties hereto shall be deemed incidental beneficiaries only.
11. Governing Law. This agreement shall be governed by and interpreted under the laws of the State of Colorado, without regard to conflict of law principles. Any dispute or legal proceeding arising out of this agreement shall be brought in a court of competent jurisdiction in Adams County, Colorado, and by the execution of this agreement, each of the parties expressly consent to the jurisdiction of such court.
12. Amendments. This agreement, which contains all of the terms and agreements between the parties and supersedes and cancels each and every other prior conflicting agreement, promise and/or negotiation between the parties, may be changed, amended, or modified only by a written instrument signed by all participating members.
13. AUTHORITY TO EXECUTE: The parties represent and warrant that their signatories to this Agreement have the authority to execute and bind the party on whose behalf this Agreement is signed and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation of each party.
14. AUTHORITY TO TERMINATE: The initial term of this IGA shall be for a period of three (3) years commencing on March 1, 2021, and terminating on the last day of February 2023, and will automatically renew for 5 (five) successive one-year terms beginning March 1, 2024, according to the terms and conditions herein subject to the termination provisions set forth in this IGA. *The terms for termination are as follows:*

A. For Cause

If, through any cause, the North Metro Community Diversion Board fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, the participating member shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the North Metro Community Diversion Board of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the IGA is terminated by the participating member, the North Metro Community Diversion Board will be paid in full for any services provided hereunder prior and up to the date of termination.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the date first written above.

BYLAWS OF:
NORTH METRO COMMUNITY DIVERSION BOARD
REVISED AND ADOPTED December 14, 2020

ARTICLE I

PURPOSE

- 1.1 The purpose of these bylaws is to establish the procedures whereby the North Metro Community Diversion Board is to provide oversight and evaluation of the designated service provider selected to develop, implement and accomplish the goals and objectives of the North Metro Youth Diversion Program (YDP), as set forth in the intergovernmental agreement establishing the YDP, dated October 28, 1996.

ARTICLE II

GOVERNING BOARD, COMPOSITION, DUTIES AND PRIVILEGES

- 2.1 **Board Composition.** Each Adams County governmental entity, as a participating member of the IGA, shall be allowed to appoint only one (1) member on the Board. However, total membership shall not exceed twenty (20), with at least a majority of membership comprised of participating governmental appointees.
- 2.2 **Qualifications.** Each Board member shall be a natural person of the age of eighteen (18) years or older, a resident of the State of Colorado and appointed by either a governmental entity or the Board. Participating Board members should include representatives from police agencies, municipal judiciary, city councils, school districts social services agencies, youth and the community at large. Disclosure of any financial interest is mandatory, and such Board member shall briefly state the reason and refrain from voting on said issue before the Board.
- 2.3 **Term.** Board members' terms shall be determined by the governmental entity that appointed him or her to the Board. Term of Board members appointed by the Board shall be determined by the Board.

- 2.4 Additional Board Members. Additional members of the Board, up to the twenty (20) member maximum, shall be appointed by the existing Board and shall be representatives from police agencies, municipal judiciary, city councils, school districts, social services agencies, youth and the community at large. **Non-voting, Advisory Board Members from youth-serving nonprofit agencies within the North Metro Area may also be appointed by the Board, for the purpose of providing advice and perspective on youth diversion issues.***
- 2.5 Voting. Board members shall each have one vote. No member shall vote on any issue in which he or she has a financial interest. Board members may be present to vote or by proxy. The act of the majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by these bylaws. In the event of a tie vote, the judicial representative shall provide the tie-breaking vote.¹
- 2.6 Attendance. Board members are expected to attend all meetings.
- 2.7 Resignation. Any officer or Board member may resign at any time by giving written notice to the program administrator. Such resignation shall take effect at the time specified; therein, the acceptance of such resignation shall not be necessary to become effective.
- 2.8 Removal. Any Board member may be removed at any time, with or without cause, by the appointing governmental entity, or if appointed by the Board, the Board may remove the appointed member at any time with or without cause.
- 2.9 Vacancies. Any vacancy occurring on the Board may be filled by the entity which originally appointed the member who filled the vacated position within thirty (30) days after the vacancy occurs.
- 2.10 Advisory Committee. Board members, when appropriate, may elect to have an advisory committee. The chairman of the committee shall be a member of the Board. Participating advisory committee members are not required to be a member of the Board. The duration of the advisory committee shall be determined by the Board.
- 2.11 Executive Committee An Executive Committee (EC) composed of the officers of the Board and chaired by the Program Administrator, shall be empowered to act for the Board between meetings. Meetings of the EC shall be called by the Program Administrator as needed, and actions taken by the EC shall be submitted for approval at the next meeting of the Board.
- 2.12 Compensation. Board members will receive no compensation for their service.

¹ Proposed by the executive board on December 4, 2020.

*Added 10/21/19

ARTICLE III

MEETINGS

- 3.1 Regular Meeting and Location. The Board shall meet at least TWO TIMES PER YEAR, IN APRIL AND OCTOBER, at a time and place as determined by the Board.
- 3.2 Annual Meeting. An annual meeting of the Board shall be held in the month of October in each year for the purpose of electing the Board officers.
- 3.3 Special Meeting. Special meetings of the Board may be called for as needed by the program administrator.
- 3.4 Quorum. A quorum for any meeting shall be a majority of the total membership of the Board members.
- 3.5 Notice of Meeting. Notice of the date, time and place of the regular, annual, or special meeting may be made to each Board member by telephone, mail or other means of electronic mail.
- 3.6 Proxies. A Board member may appoint any person as his proxy. Any proxy must be written and signed, must be filed with the Secretary of the Board before the beginning of the meeting, and shall be valid for the designated meeting.
- 3.7 Record of Meetings. The Secretary of the Board shall maintain a record of the minutes of all the proceedings of the Board.
- 3.8 Procedure. In the absence of a rule governing a point of procedure, the rule of procedure set forth in the most recent edition of "Roberts Rules of Order" shall govern.

ARTICLE IV

OFFICERS

- 4.1 Designation. The officers of the Board shall consist of a program administrator, treasurer, secretary, **judicial representative, who shall be a municipal judge in Adams or Broomfield County***, and other officers as the Board members may appoint.
- 4.2 Election and Term of Office. The officers of the Board shall be elected for a term of one year at the annual meeting of the Board. The newly elected officers shall take office at the first regular meeting in the following year.

***Added 10/21/19**

- 4.3 Removal and Resignation. Any officer elected or appointed by the Board may be removed by a majority vote of the Board. Any officer may resign by giving written notice to the Board members. A vacancy in any office shall be filled by a Board member for the unexpired portion of the term.
- 4.4 Qualifications. All officers of the Board shall be Board members. The program administrator must be an appointee from a participating member as established by the IGA.
- 4.5 Program Administrator. The program administrator shall be the presiding officer of the Board, or his designated representative. The program administrator shall be the representative in all meetings between involved agencies and the service provider as needed, and shall be responsible for the administration of the contract for compliance with and interpretation of scope and schedule. The program administrator will act for participating Adams County governmental entities, as their requirements are jointly expressed to him through the Board. In carrying out these functions, the program administrator will utilize the various departments and personnel of the participating Adams County governmental entities and of the Board, as required, to ensure an effective program of services consistent with community needs and juvenile offense experience.
- 4.6 Treasurer. The treasurer shall attest to all contracts or agreements signed by the program administrator, or other officers. The treasurer shall keep and maintain the financial books and records of the Board. The treasurer shall perform all other duties incident to the office of treasurer, or as may be delegated by the program administrator; and, upon request of the Board, shall make reports to it as may be required by the Board.
- 4.7 Secretary. The secretary shall enter into the minutes the names of all Board members present, keep the minutes of the Board, provide a signed copy of the minutes of all Board meetings to each Board member after their approval and correction and after the program administrator has signed the summary minutes. The secretary shall attest to the program administrator's signature.
- 4.8 Delegation. Whenever an officer is absent, or whenever, for any reason, the Board may deem it desirable, the Board may delegate the powers and duties of any officer to any other officer or officers, or to any Board member or members.
- 4.9 Leadership Team. In order to increase participation in program leadership by member agencies and to better reflect their perspectives and interests, the Board may appoint or elect a Leadership Team consisting of the Program Administrator and one or more Deputy Program Administrators, or "Co-chairs." One such member of the Leadership Team will be designated to preside at each meeting and to perform the duties listed in para 4.5 above until the following meeting.

ARTICLE V

BOARD PROCEDURES

- 5.1 Order of Business. The normal order of business at all meetings of the Board shall be as follows:
1. Call to order.
 2. Record of those Board members in attendance.
 3. Approval of minutes of the previous meeting.
 4. Additions or deletions to the agenda.
 5. Old business.
 6. New business.
 7. Discussion and action by the Board on any matter presented by Board members.
 8. Adjournment.
- 5.2 Recess. A recess may be called at any time either by the presiding officer, or upon motion of a Board member with consent of the majority. The Board may not adjourn while in recess.
- 5.3 Amendments. These bylaws may be revised by the Board, upon receiving a written recommendation to the officers of the Board, at least five (5) days before the meeting at which they are proposed to be considered for adoption, shall be placed on the agenda for such meeting, and shall be considered for adoption at the next regular meeting.
- 5.4 Business. Business of the Board may be conducted by motion or resolution. Where no resolution is prepared, the motion recorded in the minutes shall be the official action of the Board.

ARTICLE VI

FINANCIAL

- 6.1 Contract Authority. The program administrator is delegated contract authority to enter into contracts or agreements on behalf of the Board, subject to the Board's approval.
- 6.2 Bank Accounts. The monies of the Board shall be deposited in the name of the Board in such bank or banks as the officers of the Board shall designate, and may be drawn out

only on checks signed in the name of the Board by such person or persons as the Board of Officers may direct.

- 6.3 Books and Records. The Board shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Board of Officers and any committees thereof; and, the Board shall keep, at its principal place of business, a record of the names and addresses of the Board officers. All books and records of the Board may be inspected upon reasonable notice during normal business hours by a participating member. The Board shall conduct a financial review of the books and records at the annual meeting.

ARTICLE VII

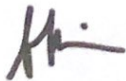
GENERAL PROVISIONS

- 7.1 Gender. Whenever required by the context, the singular shall include the plural, the plural the singular and one gender shall include all genders.
- 7.2 Invalid Provisions. The invalidity or unenforceability of any particular provision of these bylaws shall not affect the other provisions herein; and, these bylaws shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- 7.3 Governing Law. These bylaws shall be governed by and construed in accordance with the laws of the State of Colorado.

VERIFICATION

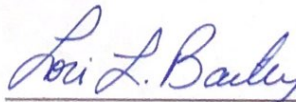
The undersigned, being the Program Administrator and Secretary of the Board, verify that the foregoing is a true and accurate copy of the bylaws of the Board which were REVISED AND adopted at a meeting of the Board held on the 14th day of DECEMBER, 2020.

ATTEST:



Secretary

By:



Program Administrator

**ADOPTED BY THE NORTH METRO COMMUNITY DIVERSION BOARD ON
DECEMBER 14, 2020.**



Procurement and Contract Cover Sheet

For Goods and Services

PROJECT INFORMATION

Description: Intergovernment Agreement –North Metro Diversion Board
 Department: City Manager Division: Court
 Contract/Project Manager: Maya Kiesnowski Phone: 303-289-3616

SOLICITATION INFORMATION

Solicitation type: IGA	Date Submitted for Approval: 05/07/2021
<i>Must have City Attorney approval prior to formal solicitation.</i>	Council Approval (+\$250k): Select Date Resolution No.: Type Number
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.	
Comments: The IGA does not involve any significant policy considerations, as no financial commitment other than indirect administrative support is provided.	

CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name: North Metro Diversion Board	Contract Term: Three (3) Years
Type of contract: Select Type	Renewals: 1 year
Selected by 5% local preference: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Termination Date: 2/28/2023
Dollar Amount (All Years): \$ Type Dollar Amount or Rate	Renewal Increase: Enter, if any.
Vendor verified with State (SOS)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Date: Select date	Federal funding? If yes, attach EPLS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Verify funding available: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Date: Select date	Grant Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source: (include account number, if available)	
Procurement Approval Required: N/A - Contract Only (Signature required prior to contract routing.)	DocuSigned by: Signature: <i>Roger Tinklenberg</i> 5/10/2021 4:02 PM PDT 021CF2173E464F6...
Contract Signature Required: City Manager (If contract required.)	Name: Type Name of Procurement Approver

Reviewers:

Vendor/Contractor: ^{DS}
LB 5/10/2021 | 3:19 PM PDT
 (By Contract Admin) _____ Risk Manager: N/A
 Initials/Date

City Attorney: ^{DS}
RS 5/10/2021 | 4:45 PM

 Initials/Date

Route contract in the following order for signature (as required):

1. Vendor / Contractor 3. City Attorney 5. City Clerk
 2. Department 4. City Manager/City Council 6. Return to: Maya Kiesnowski

Additional Notes:

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

NORTH METRO COMMUNITY DIVERSION BOARD
ADAMS COUNTY, COLORADO

Lori L. Bailey

Lori Bailey
Chair: North Metro Community Diversion Board

May 6, 2021

Date

ATTEST:

Amanda
Bailhache

Digitally signed by Amanda Bailhache
DN: cn=Amanda Bailhache, o=Federal
Heights Municipal Court, ou
email=abailhache@fedheights.org, c=US
Date: 2021.05.05 11:35:15 -0600

Amanda Bailhache
Secretary: North Metro Community Diversion Board

Date

CITY COUNCIL
CITY OF COMMERCE CITY, COLORADO

DocuSigned by:

Roger Tinklenberg

5/10/2021 | 4:02 PM PDT

021CF2173E464F6...

Roger Tinklenberg, City Manager

Date

ATTEST:

DocuSigned by:

Dylan Gibson

798CD44FB6744B1...

Dylan Gibson, City Clerk

Approved as to form:

DocuSigned by:

Robert Sheesley

70E9830507E7497...

Robert Sheesley, City Attorney

