

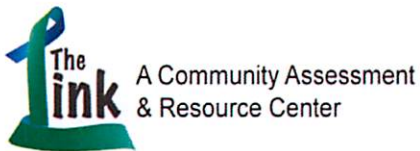
Commander's Role in The Link Commanders Steering Committee and Distributing the IGA

- Provide feedback on services or processes to help determine solutions and if changes need to be made to the Intergovernmental Agreement (IGA).
- Maintain open communication with law enforcement to address operational concerns that may arise for officers' and/or *Link* staff.
- Be knowledgeable about all *Link* services to raise awareness of fellow officers or community members.
- Act as a liaison between *The Link* management and staff with your respective agency.
- Encourage use of *The Link* with command staff and supervisors to ensure your agency is taking full advantage of the intent of the IGA, which is to provide prevention and early intervention services to all youth struggling with life issues and at risk for involvement in the juvenile justice or human service systems.
- Be familiar with the IGA format and purpose. Assist in communicating with your Chief or Sheriff when the IGA is distributed in the fall for signatures.
- Ensure the IGA is given to the correct signing authority in your municipality/county.
- Notify the Executive Director (ED) of *The Link* of any changes in the signing authority, such as personnel changes after an election prior to the IGA being distributed.
- Participating parties to the IGA can expect their funding allocations by July 1st for budgeting purposes for the following year. Email notification will be sent to the Chief/Sheriff and commander.
- As a commander on the Steering Committee your Chief/Sheriff has assigned you as their representative to *The Link* to be the recipient of the IGA who is expected to monitor the signing process (obtaining 8 original signature pages), return the completed pages to the ED of *The Link* and address any issues related to the document.
- Once all the signature pages are returned the ED will return the executed IGA to all participating parties with original signatures: remember the IGA cannot be executed until all signature pages have been returned.
- Additionally, the invoice for the contribution amount will be included with the IGA and the commander will ensure the invoice is given to the proper fiscal authority for payment.
- The updated IGA along with a memo detailing any changes will be electronically sent via email in early September to allow for council/commissioner approval, where necessary, prior to the December 31st deadline.

Note: An outcome study conducted by a CU Boulder research consultant in 2013 indicates youth who receive service from *The Link* are 38% less likely to have further contact with law enforcement. Of those youth returning to *The Link* via law enforcement drop off their contact with is more likely to be for beyond control of parent, runaway or FTA/PR Bond rather than for new charges.

On behalf of *The Link* we thank you for participating in our steering committee.

Valorie Ladwig
Valorie A Ladwig, MS
Executive Director, *The Link*



Located at The Sanctuary
8461 Delaware St
Thornton, CO 80260
Office: 720.292.2811
Fax: 720.292.2812

Memo

To: *The Link* Intergovernmental Agreement Partners

From: Valorie Ladwig, Executive Director

Date: September 15, 2015

Re: Corrections and Changes in the Intergovernmental Agreement (IGA)

In addition to changing all dates to reflect 2016 in the IGA there is a change in verbiage on Page 5, 1st paragraph that reflects no increase in the annual contribution from 2015 to 2016.

Secondly, on Page 6, # 2 the date for the final budget approved by the board will be submitted to each governing bodies by December 1st each year. This is more in line with *The Link's* calendar fiscal year. The preliminary budget with the annual contribution amounts will still be distributed by June 1st.

Should you have further questions, please contact Valorie Ladwig at: 303-912-1799 or via email: director@thelinkcolorado.org

**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 the City of Thornton, a Colorado municipal corporation ("Thornton"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the City of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Westminster, a Colorado municipal corporation ("Westminster"), Adams County, a political subdivision of the state of Colorado represented by and through the Adams County Sheriff's Office ("Sheriff"), 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 collectively as "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 seeks an intergovernmental agreement 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 is committed to maintaining 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 Parties that are represented in this IGA.

- B. The Link shall currently continue and maintain its operation at 8461 Delaware Street, Thornton, Colorado 80260, and will provide services to the Parties from this location. Nothing herein intends to restrict The Link from moving to another location within Adams County 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 hereby agree to allocate and commit funds for the 2016 operating year to be provided to The Link 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 member participants that are a Party to this IGA.

II. SERVICES PROVIDED

- A. General Service. The Parties hereto agree that The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Parties to this IGA and their constituents. The Parties hereby agree that funding of The Link, by the Parties hereto, for such services shall be as provided in this IGA.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 8 years of age and 17 years of age ("Juvenile"). The principle purposes and powers of The Link are to:
 - 1. Provide a centralized location for the assessment of youth 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 complete 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, abuse, neglect and 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 utilize a case management process to evaluate the progress of the intervention. Case management shall include developing case plans addressing issues identified in the assessment, and supervising the accomplishment of the case plan, and preparing applicable pre-sentencing and status reports for municipal courts. The Link agrees to provide up to a maximum of eleven (11) case management services per month for juveniles on probation or as a part of sentencing through the municipal court to the Parties. Each Participating Jurisdiction's use of this service shall be based on the Participating Jurisdictions proportional use of The Link's services as outlined in Exhibit A. The Director of The Link shall have authority to modify the maximum number of case management services per month as appropriate to the circumstances.
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 through provision of 24 hour detention and screening services for delinquent youth placed into the juvenile detention center or intervention for applicable alternatives to detention pursuant to Senate Bill 94 and the grant monies awarded The Link 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. Provide ongoing intake protocol training, assessment and using The Link services for Participating Jurisdictions and intervention screening for the 17th Judicial District pursuant to the requirements of Senate Bill 94 and the grant monies awarded The Link pursuant to that legislation.

10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
 11. Provide prescreening of youth for county and municipal offenses, misdemeanor and traffic warrants within the 17th Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges; screening of youth into Level 4 Electronic Home Monitoring or shelter placement pursuant to the annual renewal of the Senate Bill 94 grant award; and screening of youth into the Juvenile Detention Center if charges are detainable.
 12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Parties hereto further acknowledge and agree that 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 further 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 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.
- E. Usage by other Entities. The Link Board by formal Board action may permit other entities to make use of The Link services, or to permit juveniles residing outside the 17th 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.

III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT

- A. Appropriation and Funding Obligations. The Parties agree to commit and have the monies appropriated to pay the Annual Assessment as requested and set forth in Exhibit A by the first day of January of the year during which said funds are to be expended by The Link. The Parties agree to pay said amounts to The Link by January 31 of the year during which said monies are to be expended by The Link. All payments to The Link pursuant to this IGA are, however, subject to annual appropriation by

the Parties hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation shall be created by this IGA.

- B. **Calculation of the Annual Assessment.** The Parties agree that the portion of the budget to be assessed to each of the Participating Jurisdictions Annual Assessment shall be based upon that jurisdiction's pro rata share of the current six-year average historical juvenile transports from the jurisdiction as compared to the total for all of the Participating Jurisdictions. Provided however, the 2016 Annual Assessment shall be for the same amount as the 2015 Annual Assessment, which is reflected in Exhibit A under the Assessment Amount column.

Should any such jurisdiction be partially within and partially without the territorial limits of the 17th Judicial District, such Party's Juvenile transport data within the 17th 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 17th Judicial District to The Link.

- C. **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 1st of each year, such entity may be included in this IGA by amendment as a Participating Jurisdiction. The new Participating Jurisdiction's assessment for this first year shall be determined based upon that jurisdiction's proportional share of the historical juvenile arrests and/or transport data available as applicable from that jurisdiction as compared to the revised total for all of the Participating Jurisdictions times the Annual Assessment as adjusted for the number of months of service. The monies as determined by said formula will be appropriated and paid thirty (30) days subsequent to execution by all the Parties, as provided herein. For subsequent years, a new jurisdiction's Annual Assessment shall be based on the formula provided herein for Participating Jurisdictions.

IV. BUDGET

- A. **Budget Process.** Each year, The Link shall prepare a preliminary budget and submit said budget to The Link's Board of Directors ("Board") for approval. The budget shall contain detailed estimates of the operating expenses for the subsequent year. The budget shall identify the dollar amount of all revenue sources including the portion of revenue to be assessed to the Participating Jurisdictions ("Annual Assessment"). The preliminary budget shall be approved by The Link's Board on or before June 1st of each year. The approved preliminary budget shall be made

available to each of the governing bodies of the Parties hereto as soon as thereafter as possible.

1. The Parties may provide comments or concerns on its Annual Assessment to The Link's Board on or before July 1st of each year. The Link's Board may adjust the budget based on the comments of the Parties.
2. The final budget shall then be approved by The Link's Board and certified by the secretary and treasurer of The Link's Board. A final budget shall be submitted to each of the governing bodies of the Parties no later than December 1st of each year that this IGA is in effect.

- B. Contributions to the Budget. The Parties hereto agree to contribute to the budget based upon the formula set forth in Exhibit A for each term of this IGA.

V. FUNDS AND OPERATIONS

- A. Designation of Funds. The Link agrees that the funds paid to The Link by the Parties hereto, and any monies generated by The Link itself shall be placed into a designated fund, and any expenses incurred by reason of operation of 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 of Directors of The Link shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of providing operating and capital reserves. The Board of Directors shall also have the authority to establish a capital improvement fund to provide for the operation of the Link.

- F. Insurance. The Link's Board 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 Link's 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 within 180 days after the end of the calendar year. Such audit or review shall be conducted by an independent certified public accountant, registered accountants licensed to practice in the State of Colorado. The Link audit is available on site for review by the respective Parties hereto upon request of any Party.
- C. Annual Report. Beginning in 2008 and thereafter, by March 1st of each year, The Link shall prepare and present 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 also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state and/or local officials to whom such report is required to be made in the course and operation of The Link.
- E. Reports Requested by the Parties. The Link may, where practical, render to the Parties hereto, at reasonable requests, such reports and accountings as the Parties hereto may from time to time 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, with or without notice to the Participating Jurisdictions, 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. Upon notification from The Link to the Participating Jurisdictions of such cessation of services, The Link agrees to reimburse to the Participating Jurisdictions their pro rata share to the extent that such funds are available. Upon such notice, the terms and conditions this IGA automatically terminates and relieves the Participating Jurisdictions of any and all obligations contained herein. The same shall apply to Brighton if any one of its three payments is not paid in full on the due date.

- 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 January 31st 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 in terms of this IGA and said Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from the scope of this IGA and The Link shall 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 Agreement. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2016, and ending on December 31, 2016, and the Parties to this IGA shall have an option to renew this IGA for an additional one year, at the end of each such term, upon written notification to The Link of intent to renew, dated 90 days prior to the end of the current term.
- B. Termination by Written Notice. This IGA or any Party's participation in this IGA, may be terminated effective by written notice from the Party or Parties to The Link dated at least 90 days prior to January 1st of any given year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual operating cost contributions previously paid to The Link.
- C. Termination of Party/Loss of Funds. Upon termination of a Party whether by default in performance or by written notice, the remaining Parties may continue to participate in this IGA. The Link's Board, upon such termination of Party or Parties, shall act to adjust the budget or Annual Assessment or hours of operation to accommodate the loss in funds unless the remaining Parties negotiate an amendment to the IGA setting forth revised percentages of participation or the Parties agree to terminate the IGA.

- D. Powers of The Link upon Termination by a Majority. Upon termination by mutual agreement of a majority of the Parties to this IGA, 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 under this IGA.

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 Parties.

X. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this IGA is held to be unconstitutional 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. The IGA shall not be effective until the last date executed by all Parties.

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 regardless of race, color, age, creed, national origin, sex, 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 Parties to pay the Annual Assessment hereunder constitutes a current expense of the Parties payable exclusively from the Parties' 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 indebtedness of the Parties within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties has pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Parties 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 either Party.

XVIII. PARAGRAPH CAPTIONS

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

XIX. GOVERNMENTAL IMMUNITY

The Cities and County 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 Cities, 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 THORNTON

By: Jack Ethredge, Manager Date
Title: City Manager

ATTEST:

By: Nancy A. Vincent
Title: City Clerk

APPROVED AS TO FORM:

By: Margaret Emerich
Title: City Attorney

CITY OF WESTMINSTER

By: Herb Atchison

Title: Mayor

Date _____

ATTEST:

By: Linda Yeager

Title: City Clerk

APPROVED AS TO FORM:

By: Dave Frankel

Title: City Attorney

CITY OF BRIGHTON

By: Richard McClean Date
Title: Mayor

ATTEST:

By: Natalie Hoel
Title: City Clerk

APPROVED AS TO FORM:

By: Margaret Brubaker
Title: City Attorney

By: Brian McBroom
Title: City Manager

By: Robert R. Gehler
Title: City Attorney

CITY OF NORTHGLENN

By: Joyce Downing Date
Title: Mayor

ATTEST:

By: Johanna Small
Title: City Clerk

APPROVED AS TO FORM:

By: Corey Y. Hoffman
Title: City Attorney

ADAMS COUNTY, COLORADO

By: Charles "Chaz", Tedesco Date
Title: Chairperson

ATTEST:

By: Stan Martin
Title: County Clerk

APPROVED AS TO FORM:

By: Heidi Miller
Title: County Attorney

THE LINK
A Community Assessment and
Resource Center

A Colorado Non-Profit Corporation

BY: Valorie A. Ladwig **Date**
Title: Executive Director

**RECEIVING AT-RISK YOUTH BY LAW ENFORCEMENT AGENCY
2016 IGA Contributions**

YEAR	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Grand Total	6 Yr Total	6 Yr. Agency Average	% of Link Usage	2014 IGA Contribution	% of Link Usage	2015 IGA Contribution
																			2013	\$498,713	2014	\$498,713
AGENCY																						
ACSO	58	161	195	223	176	117	90	97	89	95	98	88	82	90	86	1,745	539	90	20%	\$99,744	20%	\$99,744
Brighton	50	87	61	83	55	33	34	40	40	56	56	45	70	72	120	902	419	56	11%	\$54,858	12%	\$54,858
Comm. City	28	86	98	134	99	89	54	43	47	46	38	30	22	36	53	903	225	37	9%	\$44,884	8%	\$44,884
Northglenn	42	80	94	64	65	64	62	64	45	42	44	38	29	36	32	801	221	39	9%	\$44,884	8%	\$44,884
Thornton	153	303	375	284	324	220	175	177	170	150	164	139	178	275	311	3,398	1,217	179	40%	\$199,485	41%	\$199,485
Westminster	28	86	80	61	81	80	44	42	42	54	50	46	54	58	58	864	320	51	11%	\$54,858	11%	\$54,858
TOTAL	359	803	903	849	800	593	459	463	433	443	450	386	435	567	660	8,613	2,941	439		\$498,713		\$498,713
Scheduled Interventions/Self Referrals				29	36	30	35	45	47	66	37	30	48	29		432		n/a				
as a result of law enforcement contact																8,356						

Schedule: Mon-Sat 7a-7a Sun 2p-7a (7a-2p oncall)
Employees: 12 FTE 2 PTE

EXHIBIT A