

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION AND FUNDING OF YOUTH RESOURCE AND ASSESSMENT
SERVICES BY THE YOUTH RESOURCE AND ASSESSMENT CENTER**

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”), Adams County Department of Human Services, and the Adams County Health Department, along with partners the CITY OF COMMERCE CITY, a Colorado municipal corporation (“Commerce City”), the CITY OF BRIGHTON, a Colorado municipal corporation (“Brighton”), the CITY OF FEDERAL HEIGHTS, a Colorado municipal corporation (“Federal Heights”), 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 YOUTH RESOURCE AND ASSESSMENT CENTER, a Colorado nonprofit corporation (“YRAC”). YRAC is a Colorado nonprofit corporation in good standing with the Colorado Secretary of State. The municipal corporations and the Sheriff identified herein will be referred to as “Participating Jurisdictions” and each individually as a “Participating Jurisdiction.” All parties to this IGA, including YRAC, are referred to herein as “the Parties” and each individually as a “Party”.

RECITALS

WHEREAS, the Parties desire to cooperate in the provision of youth assessment, referral, and related diversion and support services in Adams County;

WHEREAS, YRAC is organized to provide youth resource and assessment services, including coordination with community providers, to promote safety, stability, and lawful outcomes for youth and families;

WHEREAS, the Parties desire to set forth the governance, funding, and operational framework for YRAC for Fiscal Year 2026 and subsequent years as provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. GENERAL PROVISIONS

A. Purpose

The purpose of this IGA is to set forth the terms under which the Parties will provide governance, oversight, and funding to support YRAC’s operations and the delivery of youth resource and assessment services.

B. Definitions

Capitalized terms not otherwise defined herein shall be given their ordinary meaning. “Fiscal Year” for purposes of this IGA refers to the calendar year unless otherwise stated.

C. Board of Directors

The YRAC shall be governed by a Board of Directors (the “Board”). Each Participating Jurisdiction shall appoint one (1) Board member and may designate an alternate who may attend

meetings and vote in the Board member's absence. Board members serve for two (2) year terms and may be reappointed.

1. Powers and duties. The Board shall have authority to direct YRAC's operations consistent with this IGA and applicable law, including without limitation to: (a) adopt and amend bylaws and governance policies; (b) call and conduct Board meetings; (c) select and elect Board officers (including, as appropriate, a chair, vice-chair, secretary, and treasurer); (d) approve budgets, annual assessments, and administrative expenditures; (e) approve contracts and procurements necessary to provide services; and (f) establish and oversee programs, policies, and procedures for YRAC.

2. Meetings and actions. The Board shall meet at least quarterly, and more frequently as determined by the Board. A majority of the Board members then appointed shall constitute a quorum. Unless otherwise required by this IGA or applicable law, formal Board actions shall be approved by a majority vote of those present at a meeting at which a quorum is established.

3. Liaison role. Each Board member shall serve as a liaison between YRAC and the Board member's Participating Jurisdiction and shall, as appropriate, communicate material budget, assessment, and program matters to the Participating Jurisdiction's governing body and leadership.

D. Operating Year

The Participating Jurisdictions agree to allocate and commit funds for YRAC's 2026 operating year under the terms of this IGA.

II. SERVICES PROVIDED

A. Authorization

The YRAC shall be authorized to provide services for youth from ten (10) to seventeen (17) years of age.

B. Specific Services

The principal services to be provided by YRAC include, but are not limited to, the following:

- Assessment, screening, and intake services for referred youth;
- Referral coordination and case navigation for youth and families;
- To provide crisis and mediation intervention for youth and their families, as requested by Participating Jurisdictions, and in coordination with community service providers, to assist with any issues of family reunification, conflict reduction, and safety planning;
- To coordinate with schools, courts, law enforcement, human services, behavioral health providers, and community partners;
- To provide reporting, utilization summaries, and program evaluation information to Participating Jurisdictions;
- To apply for and receive grants and other funding sources to support the YRAC's mission of providing assessments, referrals, and services to youth and families in Adams County.

C. Fees

If any fees are charged for specific services, such fees shall be adopted in accordance with YRAC policies and applicable law, and shall be administered pursuant to this IGA.

III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT

A. Appropriation and Funding Obligations. For Fiscal Year 2026, each Participating Jurisdiction shall fund YRAC through an annual assessment as set forth in Exhibit A, which is attached hereto and incorporated by reference. Each Participating Jurisdiction's governing body shall appropriate its assessment amount in accordance with state statute and local ordinance.

B. Calculation of Future Annual Assessment. By March 31 of each year, the Participating Jurisdictions' City/County Managers (or their designees) and the YRAC Executive Director shall meet to determine the allocation methodology and each Participating Jurisdiction's proposed assessment share for the upcoming fiscal year. Unless otherwise agreed in writing, the allocation shall be based on each Participating Jurisdiction's proportionate utilization of YRAC services during the most recently completed calendar year, as documented in YRAC's referral and service data.

The YRAC Executive Director shall provide a utilization report to each Participating Jurisdiction no later than February 1 of each year to support the March 31 meeting. If the Participating Jurisdictions do not reach agreement by March 31, the prior year's allocation percentages shall remain in effect for the upcoming fiscal year unless and until amended by written agreement.

C. Admission of Additional Parties. Any other municipality, Adams County agency, or school district that wishes to use YRAC services and provide funding for such services may, by amendment, become a party to this IGA. The YRAC Board shall determine whether the addition of a new party is consistent with YRAC's mission and capacity and shall recommend any proportional assessment adjustments required to accommodate the additional party or to address any resulting shortfall of funds.

IV. BUDGET

A. Budget Process. Beginning in 2026 and each year thereafter, the YRAC Executive Director shall prepare a preliminary annual budget and submit the preliminary budget to the Board no later than August 1 for review and approval. The Board shall approve the preliminary budget by October 1. The approved preliminary budget shall be made available to the governing bodies of each Participating Jurisdiction as soon as practicable.

1. Participating Jurisdiction input. The Participating Jurisdictions may provide proposals, comments, or changes to the approved preliminary budget directly to the President/Chair of the Board or before the November 1 meeting of the Board. The Board may vote to accept and adjust the budget or Annual Assessments based on such proposals or comments.

2. Final budget. The final budget shall be approved by the Board and certified by the Board's Chair and Treasurer no later than December 15 of each year, and made available to the governing bodies of the Participating Jurisdictions no later than December 31.

V. GENERAL TERMS

A. Compliance With Law

Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this IGA.

B. Records; Audit

YRAC shall maintain appropriate program and financial records and shall make such records available to Participating Jurisdictions as reasonably requested, subject to applicable confidentiality requirements.

C. Confidentiality

The Parties acknowledge that YRAC services may involve confidential information. YRAC shall comply with all applicable confidentiality laws and regulations governing youth records and information sharing.

D. Independent Contractor

YRAC is an independent contractor and not an agent or employee of any Participating Jurisdiction. Nothing in this IGA shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties.

E. Insurance

YRAC shall obtain and maintain, at its sole cost, insurance coverage customary for similar programs and services, including: (i) commercial general liability insurance, (ii) professional liability/errors and omissions coverage (as applicable), (iii) automobile liability (if vehicles are used), and (iv) workers' compensation coverage as required by Colorado law. Upon request, YRAC shall provide certificates of insurance to Participating Jurisdictions. To the extent commercially available, YRAC shall name the Participating Jurisdictions as additional insureds on YRAC's commercial general liability policy for claims arising out of YRAC's operations.

F. Notices

Notices under this IGA shall be in writing and delivered by personal delivery, certified mail, or email to the primary contact designated by each Party, or to such other address as a Party may designate by notice.

G. Severability

If any provision of this IGA is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

H. Entire Agreement

This IGA constitutes the entire agreement between the Parties regarding the subject matter and supersedes prior agreements or understandings to the extent inconsistent herewith.

VI. DEFAULT; TERM; AMENDMENT; TERMINATION

A. Default

If a Participating Jurisdiction fails to appropriate or pay its annual assessment as required herein, YRAC shall provide written notice of default and an opportunity to cure as determined by the Board. The YRAC may then refuse to provide services for any juvenile that has been referred by the defaulting Participating Jurisdiction.

B. Term and Renewal of IGA

The IGA shall be in full force and effect for one calendar year commencing on January 1, 2026 and ending on December 31, 2026 (the "Term"). By October 1, 2026, the Participating

Jurisdictions shall have an option to renew this IGA for up to five additional one-year renewals (each a "Renewal Term").

C. Amendment

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

D. Termination

This IGA may be terminated by mutual written agreement of the Parties. A Participating Jurisdiction may withdraw upon written notice to the Board and the Parties, subject to any timing and budgetary constraints necessary to avoid disruption of YRAC operations.

GOVERNING LAW; VENUE

This IGA shall be governed and interpreted under the laws of the State of Colorado, without regard to conflict of law principles. Any dispute or legal proceeding regarding this IGA shall be brought in the District Court for Adams County, Colorado, and by execution of this IGA each Party consents to the jurisdiction of such court.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the dates set forth below.

ADAMS COUNTY, COLORADO

By: _____ Date: _____
Title: Chair, Board of County Commissioners

ATTEST:

By: _____
Title: _____

APPROVED AS TO FORM:

By: Laura Hinojos
Title: Assistant County Attorney

CITY OF BRIGHTON

By: _____ Date: _____
Title: _____

APPROVED AS TO FORM:

By: Alicia Calderon
Title: City Attorney

CITY OF COMMERCE CITY

By: _____ Date: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: City Attorney

CITY OF FEDERAL HEIGHTS

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: City Attorney

CITY OF NORTHGLENN

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM:

By: Corey Y. Hoffman

Title: City Attorney

CITY OF THORNTON

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM:

By: Tami Yellico

Title: City Attorney

CITY OF WESTMINSTER

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM:

By: David Frankel

Title: City Attorney

THE YOUTH RESOURCE AND ASSESSMENT CENTER

By: _____ Date: _____

Title: _____

EXHIBIT A

ANNUAL ASSESSMENTS – FISCAL YEAR 2026

Participating Jurisdiction	Annual Assessment
ACSO	\$104,756
Brighton	\$78,255
Commerce City	\$48,020
Federal Heights	\$4,000
Northglenn	\$34,148
Thornton	\$226,140
Westminster	\$51,400