NORTHGLENN POLICE DEPARTMENT MEMORANDUM #02-2021

DATE: January 11, 2021

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: James S. May, Jr., Chief of Police A

Heidi R. Walts, Commander

SUBJECT: CR-4 – 2021 The Link IGA

PURPOSE

To consider the approval of an Intergovernmental Agreement (IGA) between The Link and the cities of Brighton, Commerce City, Northglenn, Thornton and Westminster, along with Adams County and the City and County of Broomfield, for juvenile assessment services.

BACKGROUND

The Link is a 501(c)(3) nonprofit Colorado corporation that provides detention decisions, placement assessments, and other related services regarding juvenile offenders to law enforcement agencies and schools in the 17th Judicial District, which consists of Adams County and the City and County of Broomfield.

The Link was created and opened in October of 1999. Since that time, the agency has grown from working primarily with law enforcement to offering assessment and referrals for interventions to youths and their families who self-refer, to providing school-based services, municipal probation, and case management for referred youths.

The Link is a single point of entry for individual attention, screening, assessment, and referral for at-risk youth and juvenile offenders in the 17th Judicial District. The Link is a partnership between law enforcement and those at risk of becoming involved in the juvenile justice system. The screening process gives juveniles and their families a complete picture of the challenges and opportunities they experience, and this description of their circumstances can support their unique family structure in court proceedings and will provide the most appropriate referrals to community providers and resources. The Link connects families to services through individual attention and intentional referral to appropriate resources at no charge to the families.

Without The Link, officers would be required to supervise juvenile offenders not eligible for detention and non-offenders in need of supervision until a qualified custodian could take custody of the juvenile. This time is better spent with The Link staff, who can provide and deliver resources and services. The overall support and youth services The Link provides are essential not only to the Police Department, but are a direct and tangible benefit to the community and residents.

UPDATE

From October 2019 to October 2020, Northglenn referred 43 cases to The Link:

- 18 were transports that received on-site support services
- 25 were screened for detention and transport to the Adams County Youth Service Center

In 2019, Northglenn had 26 transports and 28 detention screens.

CR-4 – 2021 The Link IGA January 11, 2021 Page 2 of 2

The IGA sets forth the formula for sharing the financial cost of The Link's services based upon the six-year historical usage by each of the seven participating agencies. From 2014 to 2019, Northglenn had 384 referrals, averaging 6% of the overall six-year historical usage for the seven participating agencies. On average, Northglenn juvenile arrests have declined over the last four years, which mirrors the decline in referrals to The Link over the same time period.

The Link reported it has seen an overall decline in the 2020 numbers as well and attributes this to State and county public health orders, which affected local policies and reduced detention bed availability. The Police Department is also attributing a decline in juvenile arrests and referrals in 2020 based on these factors and anticipates this trend may extend into 2021.

STAFF RECOMMENDATION

Staff recommends approval of CR-4.

BUDGET/TIME IMPLICATIONS

In 2021, the total contributions to The Link from the seven participating agencies will be \$568,597, which is detailed in Exhibit A to the IGA. Based on the formula outlined in the IGA, The Link has identified Northglenn's share for 2021 as \$34,148, which is a decrease from the Police Department's 2019 and 2020 contributions. Funds to cover these costs have been included in the Police Department's 2021 budget.

STAFF REFERENCE

If Council members have any comments or questions, they may contact Chief James S. May, Jr., at 303.450.8967 or jmay@northglenn.org, or Commander Heidi Walts at 303.450.8962 or hwalts@northglenn.org.

ATTACHMENT

1. The Link 2019 Annual Report

CR-4 - 2021 The Link IGA

Annual Report 2019



2019 Board of Directors

JOAN KNISS, Board Chair
PHIL CORN, Vice Chair
SIMONE JONES, Treasurer
JEFF BLACKMON, Secretary
RANDY NELSON, Advisory Member
CLINT BLACKHURST
LUCIE BROSSARD
ADAM GOLLIN
SUSAN STREET
DAVE YOUNG



9025 Grant Street, Suite 150, Thornton CO 80229 phone: 720-292-2811 fax: 720-681-6308



Year in Review





If this year had a theme, it is change. 2019 started with a new director and ended with a new building. The Link team also experienced positive change and growth.

What We Do

The Link is a single point of entry for individual attention, screening, assessment and referral for atrisk youth and juvenile offenders in the 17th Judicial District.

The Link provides services to the communities of Adams and Broomfield Counties at no charge to families.

The Link exists to support youth through initial contact with law enforcement and those who are at-risk of becoming involved in the juvenile justice system. We connect families to services through individual attention and intentional referral to appropriate resources.

What We're Doing Better

- Full time on-site staffing ensuring The Link serves the community 24 hours a day, 7 days a week
- Scheduled staff visits to police departments and improved communications with municipal courts
- All staff attend state's training for required screening tools and are offered additional training opportunities throughout the year
- New database for updated functions and reporting
- Partnership development including community
 providers and agencies attending staff meetings and formalized referral processes for families
- "Say yes" attitude for accepting cases resulting in better customer service for law enforcement and improved intervention opportunities with youth
- Welcoming youth, families, law enforcement, and partners to a larger, professional space

MILESTONES



The Link celebrated 20 years in October!

A new and improved website was developed and launched.

Partnerships with providers were made.

LESSONS



The best customer service may be as simple as our saying "yes."

Teamwork is the best kind of work.

Things don't always go as planned, and together we'll figure it out.

CHALLENGES



How do we measure our impact?

Having enough resources for the needs
Soliciting support and sharing our stories

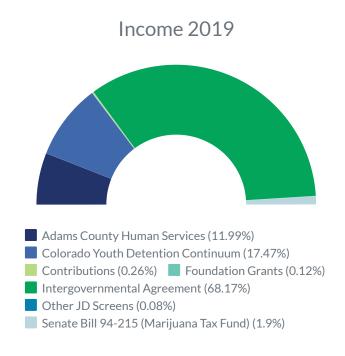


Financial Picture





The Link is a 501(c)3 (nonprofit) organization, not a government or judicial agency, and relies on agreements and charitable donations from the community in order to provide services to youth and families of the 17th Judicial District.





Thank You to Our Funders

The Link is grateful to the participants of the Intergovernmental Agreement, which is the largest source of funding, and to continued support by CYDC and Adams County Human Services. These partnership contributions fund the services provided by The Link, including receiving youth 24 hours a day and detention screens every day of the year.

Spending

Personnel Expenses are the largest line item in the annual budget. The Link has 12 full time and 2 part time employees including 9 intake specialists and an admin team comprised of 2 supervisors, a manager of services, an office manager, and the executive director.

Operational expenses include rent, insurance, communications and technology, office and client expenses.

Personnel Expenses (78.86%) Other Staff Expenses (0.17%) Professional Services (3.31%)

Operations Expenses (17.55%)

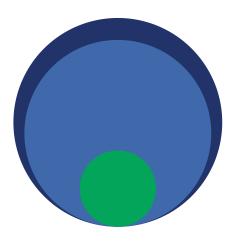
Cases and Clients





The Link screening services are intended to identify factors contributing to concerning behavior and mitigating risks and to assist in detention bed management in the 17th Judicial District.

1145 Total Cases in 2019



- Law Enforcement Transports (51.7%)
- Detention Screens (41.4%)Walk-in or Other Referral (6.9%)

Success Stories

A 17 year old female transported to The Link due to being beyond the control of parents: Youth was smoking Marijuana daily, not attending school, running away from home and getting into verbal and physical altercations with siblings and father. Parents attended Community Reinforcement and Family Training (CRAFT) group for 12 weeks, and client attended Cognitive Behavioral Therapy with Anger Management (CBT Group) for 12 weeks. Client also participated in individual and family therapy. Client has completed court ordered probation, community services, has a part-time job, has been substance free for 4 months and has a better relationship with parents and siblings with no verbal or physical altercations for the last 2 months. Her most recent progress report from school shows she is receiving As and Bs in all subjects.

592 Transports



138 Runaway 66 Warrant

17 Welfare

474 Detention Screens



441 of those screened to Secure Detention

149 New Charge(s)47 Remand278 Warrant



1145 By Gender

370 Female 775 Male

1145 By Age



2 10 29	Age 8 Age 9 Age 10 Age 11	162 243 283	Age 13 Age 14 Age 15 Age 16
	Age 12		Age 17



A 15 year old male transported to The Link charged with possession of marijuana and being truant: Youth was referred for an evaluation to therapeutic services. Parents attended Community Reinforcement and Family Training (CRAFT) group for 12 weeks and client attended Cognitive Behavioral Therapy with Anger Management (CBT Group) for 12 weeks. Youth was minimally engaged and received services for 6 months. He has not used marijuana in 90 days, is attending a new school receiving Cs in all subjects and reports completing all court ordered obligations. Mother stated, "I am glad that we could come to The Link and use Rebound Colorado because everyone here cared about my son and the people here were never too busy to talk to us. The staff would always call the therapist and always made our family feel important."

COUNCILMAN'S RESOLUTION RESOLUTION NO. No. CR-4 Series of 2021 Series of 2021 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE LINK BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT: The Intergovernmental Agreement between Adams County represented by Section 1. and between the Adams County Sheriff's Office, the City of Commerce City, the City of Brighton, the City and County of Broomfield, the City of Northglenn, the City of Thornton, the City of Westminster, and The Link, for the provision and funding of juvenile assessment services by The Link, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City. DATED at Northglenn, Colorado, this day of , 2021. MEREDITH LEIGHTY Mayor ATTEST: JOHANNA SMALL, CMC City Clerk APPROVED AS TO FORM: COREY Y. HOFFMANN

SPONSORED BY: MAYOR LEIGHTY

City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE LINK, A COMMUNITY ASSESSMENT & RESOURCE 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", the City of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the City and County of Broomfield ("Broomfield"), a Colorado municipal corporation, the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Thornton, a Colorado municipal corporation ("Thornton"), the city of Westminster, a Colorado municipal corporation "Westminster", and The Link, A Community Assessment and Resource Center, a Colorado non-profit corporation ("The Link"). The municipal corporations and the Sheriff identified herein will be referred to as "Participating Jurisdictions" and each individually as "Participating Jurisdiction." All parties to this IGA, including The Link, are referred to herein as "the Parties" and each individually as "Party."

WITNESSETH:

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

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

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

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

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

I. GENERAL PROVISIONS

A. The Link shall maintain a centralized location for the provision of assessment, mediation, and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the

- services, as identified herein, for the Participating Jurisdictions that are a party to this IGA.
- B. The Link will operate from 9025 Grant Street, Suite 150, Thornton Colorado 80229, and will provide services to the Participating Jurisdictions from this location. Nothing herein intends to restrict The Link from relocating or moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.
- C. The Participating Jurisdictions agree to allocate and commit funds for The Link's 2021 operating year in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all Participating Jurisdictions.

II. SERVICES PROVIDED

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

Link shall provide case coordination to support the progress of the intervention and resource referrals. Case information and The Link reports shall be shared for applicable pre-sentencing and status reports for municipal courts.

- 5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.
- 6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
- 7. Provide multi-tiered service approach, 24 hours-a-day, on all days of the year, through the provision of detention and screening services for delinquent Juveniles placed into a juvenile detention center, or intervention for applicable alternatives to detention according to Colorado Youth Detention Continuum (CYDC) and the funding provided The Link by contract pursuant to that legislation.
- 8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
- 9. Based on the services provided under contract with CYDC, The Link will ensure all staff receive training for screening and assessments to help determine the level of detention security required, and report findings to participating jurisdictions.
- Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
- 11. Provide pre-screening of Juveniles for county and municipal offenses, misdemeanor and traffic warrants within the 17th Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges, screening of Juveniles to other levels of care according to the tool approved and used by the State of Colorado as well as current Chief Judge Orders, and the screening of Juveniles into juvenile detention if pending criminal charges require detention pursuant to the annual review of the CYDC funding.
- 12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all

- necessary supplies, equipment, materials, and services, including professional services, and to hire and discharge employees of The Link as deemed necessary to operate The Link.
- D. <u>Fees</u>. Fees, if any are to be charged for additional services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate. Such fees, however, shall not be duplicative of expenses or charges related to the Annual Assessments or IGA Contributions.
- E. <u>Usage by other Entities</u>. The Link Board of Directors ("Board"), by formal Board action, may permit other entities to make use of The Link services, or to permit Juveniles residing outside the 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. The Annual Assessments from Participating Jurisdictions shall not be used to fund services to other entities.

III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT

- A. <u>Appropriation and Funding Obligations</u>. Each Participating Jurisdiction shall pay an Annual Assessment to the Link as set forth in Exhibit A by the 1st day of March of the year during which said funds are to be expended by The Link. The payment of each of the Participating Jurisdictions to The Link pursuant to this IGA is subject to the annual appropriation process of the respective Participating Jurisdiction in the manner required by state statute and local ordinance.
- B. <u>Calculation of the Annual Assessment</u>. Each Participating Jurisdiction shall be apportioned a percentage of the budget as an Annual Assessment based on the cost of that jurisdiction's pro rata share of the current six-year average of historical juvenile transports from the relevant jurisdiction to The Link as compared to the total for all of the Participating Jurisdictions ("Annual Assessment").
- C. Should any of the Participating Jurisdictions be partially within and partially without the territorial limits of the 17th Judicial District, the 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.
- D. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1st of each year, such entity may be included in this IGA by amendment as a "New Jurisdiction." The New Jurisdiction's assessment for its first year shall be determined based upon that jurisdiction's historical juvenile arrest and transport data available as

applicable from that New Jurisdiction as a proportion of the revised total for all of the Participating Jurisdictions multiplied by the Annual Assessment and adjusted for the remaining number of months of service in the calendar year. The monies as determined by this formula will be appropriated and paid sixty (60) days subsequent to execution of an Amendment to this IGA by all the Parties, as provided herein. For subsequent years, a New Jurisdiction's Annual Assessment shall be based on the formula provided for Participating Jurisdictions.

IV. BUDGET

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

V. FUNDS AND OPERATIONS

- A. <u>Designation of Funds</u>. All funds paid to The Link by the Participating Jurisdictions, and any monies generated by The Link itself, shall be placed into a designated fund. Any operating expenses incurred by The Link shall be paid from said fund.
- B. <u>Choice of Depository</u>. 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. <u>Disbursement of Funds</u>. 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. <u>Fiscal Responsibility</u>. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.
- E. Operating and Capital Reserves. The Board shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of establishing reserves which may be used for operating expenses such as expansion of services or replacement of equipment; or to establish capital improvement funds to provide for non-operating expenses of The Link such as improvements to the leased building to accommodate The Link's use.
- F. <u>Insurance</u>. The Link shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or the Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.
- G. <u>Use of Funds</u>. 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. <u>Record Keeping</u>. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit prior to the end of the calendar year. Such audit shall be conducted by an independent certified public accountant, registered and licensed to practice in the State of Colorado. The audit shall be made available for review by the respective Participating Jurisdictions upon request.
- C. <u>Annual Report</u>. By March 1st of each year, The Link shall prepare, present, and provide to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state or local officials to whom such report is required to be made in the course of operations.
- E. <u>Reports Requested by the Participating Jurisdictions</u>. The Link may, where practical, make available to Participating Jurisdictions reports or accountings of internal operations or expenses upon reasonable request.

VII. DEFAULT IN PERFORMANCE

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

VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

- A. <u>Term and Renewal of IGA</u>. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2021 and ending on December 31, 2021 ("Term"). After the Term, the Participating Jurisdictions shall have an option to renew this IGA for an additional one year ("Renewal Term") upon written notification to The Link of intent to renew, dated 90 days prior to the end of the Term.
- B. <u>Termination by Written Notice</u>. Any Participating Jurisdiction's participation in this IGA may be terminated by written notice from the Participating Jurisdiction to The Link dated at least 90 days prior to January 1st of any given year. Any Participating Jurisdiction terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its Annual Assessment previously paid to The Link.
- C. <u>Termination of Participating Jurisdiction/Loss of Funds</u>. Upon termination of a Participating Jurisdiction, whether by default in performance or by written notice, the remaining Participating Jurisdictions may continue to participate in this IGA. The Board, upon such termination of a Participating Jurisdiction may act to adjust the budget, or hours of operation to accommodate the loss in funds unless the remaining Participating Jurisdictions negotiate an amendment to the IGA setting forth revised Annual Assessments to address the immediate shortfall of funds or the Parties agree to terminate the IGA.

D. <u>Powers of The Link upon Termination by a Majority</u>. This IGA may be terminated by the mutual agreement of a majority of the Parties. Upon such termination, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets of The Link.

IX. AMENDMENT

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

X. SEVERABILITY

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

XI. COUNTERPART

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

XII. NO THIRD-PARTY BENEFICIARIES

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

XIII. SUPERSEDES

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

XIV. NON-DISCRIMINATORY POLICY

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

XV. NO GENERAL OBLIGATION INDEBTEDNESS

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Participating Jurisdictions to pay the Annual Assessment hereunder constitutes a current expense of the Participating Jurisdiction payable exclusively from the Participating

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

XVI. LITIGATION

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

XVII. WAIVER

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

XVIII. PARAGRAPH CAPTIONS

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

XIX. GOVERNMENTAL IMMUNITY

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

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

ADAMS COUNTY, COLORADO

ATTEST:	By: Emma Pinter Title: Chair, Board of Commi	Date ssioners
By: Title:	-	
APPROVED AS TO FORM:		
By: Heidi Miller Title: County Attorney	-	

CITY OF BRIGHTON

	By: Greg Mills Title: Mayor	Date
ATTEST:		
By: Natalie Hoel Title: City Clerk	_	
APPROVED AS TO FORM:		
By: Jack D. Bajorek Title: City Attorney		

CITY AND COUNTY OF BROOMFIELD

	By: Jennifer Hoffman Title: City and County Manager	Date
ATTEST:		
By: Jennifer L. Robinson Title: City and County Clerk		
APPROVED AS TO FORM:		
By: Thomas "Shaun" Sullivan Title: City and County Attorney		

CITY OF COMMERCE CITY

	By: Roger Tinklenberg Title: Interim City Manager	Date
ATTEST:		
By: Dylan Gibson Title: City Clerk	_	
APPROVED AS TO FORM:		
By: Title: City Attorney		

CITY OF NORTHGLENN

	By: Meredith Leighty Title: Mayor	Date
ATTEST:		
By: Johanna Small Title: City Clerk		
APPROVED AS TO FORM:		
By: Corey Y. Hoffmann Title: City Attorney	_	

CITY OF THORNTON

		_
	By: Kevin S. Woods Title: City Manager	Date
ATTEST:		
By: Kristen Rosenbaum Title: City Clerk		
APPROVED AS TO FORM:		
By: Luis Corchado Title: City Attorney		

CITY OF WESTMINSTER

	By: Don Tripp Title: City Manager	Date				
ATTEST:						
By: Michelle Parker Title: City Clerk						
APPROVED AS TO FORM:						
By: David Frankel Title: City Attorney						

The Link - A Community Assessment & **Resource Center**

A Colorado Non-Profit Corporation

By: Nikole C. Bruns Date
Title: Executive Director

EXHIBIT A

The A Community Assessment & Resource Center	2021 IGA Contributions									
YEAR	2014	2015	2016	2017	2018	2019	6 Yr Total	6 Yr Agency Average	6 Yr % of Link Usage	(no increase) IGA Contribution
AGENCY										\$568,597
ACSO	210	216	211	162	217	162	1,178	196	18%	\$104,756
Brighton	166	191	164	127	122	110	880	147	14%	\$78,255
Broomfield	41	47	30	53	59	61	291	49	5%	\$25,878
Commerce City	89	94	116	70	74	97	540	90	8%	\$48,020
Northglenn	57	72	82	68	51	54	384	64	6%	\$34,148
Thornton	371	617	562	280	330	383	2,543	424	40%	\$226,140
Westminster	80	116	133	94	85	70	578	96	9%	\$51,400
TOTAL	1014	1353	1298	854	938	937	6,394	1066	100%	\$568,597
Scheduled Interventions/Self Referrals	100	279	289	163	91	79	1001	1000	10070	ψ300,337
as a result of law enforcement contact				. 30	<u> </u>		.501			
Schedule: 24 hour operations										
Employees: 12 FTE, 2 on-call										