

**MUNICIPAL COURT MEMORANDUM
#2-2021**

DATE: Feb. 8, 2021
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Amanda Bailhache, Municipal Judge
SUBJECT: CR-18 – Updated IGA for the North Metro Youth Diversion Program

PURPOSE

To consider CR-18, a resolution approving an updated Intergovernmental Agreement (IGA) for the North Metro Youth Diversion Program.

BACKGROUND

The primary goals of Adams County’s North Metro Youth Diversion Program (YDP) are to reduce and prevent alcohol, marijuana and other drug offenses among youth and to reduce the number of first-time offenders appearing in local courts. Related goals are to strengthen community norms and standards across Adams County relating to youth substance abuse, and to promote uniform enforcement of these juvenile offenses, while incurring no direct costs to participating agencies.

YDP selects and oversees the youth diversion program provider for the member entities. Currently, the provider is Alternatives for Youth.

The service provider is responsible for education, intervention and training to all first-time juvenile offenders either apprehended by law enforcement officers, processed through municipal courts or referred by schools, social service agencies, or their families.

From the program’s start in June 1997 until December 2018, 24,143 youth were referred into the program and 14,411 have finished. In 2018, 674 youth were referred and 597 completed diversion classes, an increase from the previous year, in number and completion rate (88.6%).

Parties to the IGA include:

- City of Northglenn
- City of Thornton
- City of Westminster
- City of Federal Heights
- City of Commerce City
- City of Brighton
- Mapleton Public Schools
- Adams 12 Five Star Schools
- Adams County School District 27J
- Adams County School District 14
- Westminster Public Schools
- Adams County Human Services

The IGA has not been updated as it relates to the changing membership since 1996. The major differences in the new IGA are membership and provisions for termination.

BUDGET/TIME IMPLICATIONS

The IGA would start March 1, 2021, and last three years, with five automatic, successive one-year renewals to follow.

There are no financial impacts to the City. Costs for the program are covered by grants, donations and participants.

STAFF RECOMMENDATION

Staff recommends approval of CR-18, a resolution that, if approved, would authorize the Mayor to execute the Intergovernmental Agreement on behalf of the City.

STAFF REFERENCE

If Council members have any questions, please contact Judge Amanda Bailhache at 303.450.8701 or abailhache@northglenn.org.

CR-18 – Updated IGA for the North Metro Youth Diversion Program
North Metro Youth Diversion Program IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-18
Series of 2021

Series of 2021

A RESOLUTION APPROVING AN 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

WHEREAS, intergovernmental agreements between political subdivisions of the State of Colorado, which provide for the establishment of a separate legal entity, are authorized by Colorado Revised Statute § 29-1-203;

WHEREAS, the growing number 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 residents and entities within Adams County;

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;

WHEREAS, the parties to the North Metro Youth Diversion Program Intergovernmental Agreement (IGA) desire to enter into the 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 the IGA 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement 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 Public Schools, Adams 12 Five Star Schools, School District #27J, School District #14, Westminster Public Schools, and Adams County Human Services, attached hereto as Exhibit 1, for the establishment of the North Metro Youth Diversion Program and a governing North Metro Community Diversion Board 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
City Attorney

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 PUBLIC SCHOOLS, ADAMS 12 FIVE STAR SCHOOLS, 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 2024, 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.

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.

CITY OF NORTHGLENN

Mayor Meredith Leighty

Date

ATTEST:

APPROVED AS TO FORM:

Johanna Small, City Clerk

Corey Y. Hoffmann, City Attorney