

INTERGOVERNMENTAL AGREEMENT

Concerning the referral of offenders from the 23rd Judicial District (Douglas County, Lincoln County, and Elbert County) to the Community Corrections facilities contracting with the Arapahoe County Community Corrections Board.

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “IGA”) is made effective this _____ day of _____, 2024, by and between the County of Douglas, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Douglas County, Colorado, with the principal office located at 100 3rd Street, Castle Rock, CO 80104 (hereinafter “Douglas”), the County of Lincoln, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Lincoln County, Colorado, with its principal office located at 103 3rd Avenue, Hugo, Colorado 80821 (hereinafter “Lincoln”), the County of Elbert, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Elbert County, Colorado, with its principal office located at 215 Comanche St., Kiowa, CO 80117 (hereinafter “Elbert”), and the County of Arapahoe, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Arapahoe County, Colorado, with the principal office located at 5334 Prince St., Littleton, CO 80120 (hereinafter “Arapahoe”). Douglas, Lincoln, Elbert and Arapahoe are referred individually as a “Party” and collectively as the “Parties.” Additionally, Douglas, Lincoln, Elbert are referred to collectively as the 23rd Judicial District.

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Contract with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, the Parties currently comprise the 18th Judicial District and the Arapahoe County Community Corrections Board determines placement at the Community Corrections facilities within Arapahoe County contracting with the Arapahoe County Community Corrections Board;

WHEREAS, Colorado House Bill 20-1026 revised the boundaries of the 18th Judicial District to be comprised solely of Arapahoe County and created the 23rd Judicial District which will be comprised of Douglas, Elbert, and Lincoln Counties;

WHEREAS, the Parties desire to enter into an intergovernmental agreement whereby the 23rd Judicial District may refer certain clients to reside in or receive services from the Community Corrections facilities in Arapahoe County, understanding that pursuant to C.R.S. 17-27-103, the approval or denial of clients to these facilities is governed by the Arapahoe County Community Corrections Board.

NOW, THEREFORE, IT IS AGREED by the Parties as follows:

1. Arapahoe will allow diversion residential and non-residential community corrections placement of offenders referred by the 23rd Judicial District for a period of one (1) year from the date of execution by all parties provided the offenders are accepted for placement by the Arapahoe County Community Corrections Board (ACCCB) and accepted for placement by the community corrections program(s) contracting with Arapahoe County to provide residential and non-residential community corrections supervision and services to offenders.

2. Offenders referred and approved by the ACCCB and a community corrections program in Arapahoe County prior to January 7, 2025, and waiting for placement, may be placed in community corrections in Arapahoe County.
3. All community corrections referrals received by the ACCCB prior to January 7, 2025, will be screened in accordance with the procedures established by the ACCCB. If a referral is received prior to January 7, 2025, but screened and approved after January 7, 2025, the offender may be placed in community corrections in Arapahoe County.
4. All community corrections referrals submitted to the ACCCB on or after January 7, 2025, shall include the Pre-Sentence Investigation Report (PSIR) if available; Level of Supervision Inventory (LSI) score if available; a copy of the arrest affidavit; the probation revocation complaint if applicable; a copy of the victim impact statement(s) if applicable; a fully completed Arapahoe Diversion Summary Sheet; a fully completed Arapahoe Community Corrections Diversion Tool; and a letter confirming not only that the offender was approved by the 23rd Judicial District Community Corrections Board, but also that the 23rd Judicial District will be paying for the offender's placement. The 23rd Judicial District Community Corrections Board shall be responsible for gathering the above-listed documents and completing the Summary Sheet and Diversion Tool.
5. The ACCCB shall notify the 23rd Judicial District of whether an offender is approved for placement in a timely manner.
6. The 23rd Judicial District shall assume payment for the placement of offenders sentenced to community corrections by the 23rd Judicial District and placed in Arapahoe County residential and non-residential programs after January 7, 2025, except for offenders who also have community corrections sentences in the 18th Judicial District. Payment for the placement of offenders shall be made directly to the community corrections program(s) providing services with the first payment beginning February 1, 2025.
7. No offender from the 23rd Judicial District shall be placed without prior approval of the ACCCB. The ACCCB shall coordinate all 23rd Judicial District placements in Arapahoe County community corrections programs.
8. Offenders from the 23rd Judicial District placed in an Arapahoe County community corrections program prior to the termination of this IGA may remain in the program until program completion.
9. The 23rd Judicial District Community Corrections Board shall pay Arapahoe County for staff time to train its members and Douglas County staff on the referral process for 23rd Judicial District referrals to include training on ACCCB specific forms and documents and completion of community corrections program auditing. The payment amount is determined by the hourly rate of \$42.00 at an estimated 50 hours of training, for a total of \$2,100.00. This also includes the cost of an estimated 58 hours of auditing for one year at \$54.16 per hour totaling \$3,141.28.
10. Negotiations for any subsequent IGA concerning the referral of offenders from the 23rd Judicial District to the Community Corrections facilities contracting with Arapahoe shall include an

update to Arapahoe regarding the 23rd Judicial District's intent to and progress toward establishing a community corrections program(s) within its district.

11. Notices to be provided under this IGA shall be given in writing and either delivered by hand or deposited in the U. S. mail with sufficient postage to the following addressees:

To Douglas County

Douglas County
Attn: _____, Title
100 3rd Street
Castle Rock, CO 80104

To Lincoln County

Lincoln County
Attn: _____, Title
103 3rd Avenue
Hugo, Colorado 80821

To Elbert County

Elbert County
Attn: _____, Title
215 Comanche St.
Kiowa, CO 80117

To Arapahoe County

Arapahoe County Judicial Services
Attn: Brad Kamby
6984 South Lima Street, Suite A
Centennial, CO 80112

12. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.
13. The rights and remedies of the Parties as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
14. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other Parties.
15. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Parties.

16. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
17. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.
18. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
19. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
20. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning Party.
21. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

DOUGLAS COUNTY

By: _____

LINCOLN COUNTY

By: _____

ELBERT COUNTY

By: _____

ARAPAHOE COUNTY

By: _____

Chair, Board of County Commissioners