

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”) is entered into this ___ day of _____, 2019 by and between the Board of County Commissioners of the County of Arapahoe, on behalf of Arapahoe County Judicial Services, hereinafter collectively referred to as the “County” and the 18th Judicial District Probation Department.

WHEREAS, the County, through its Judicial Services Division of the Arapahoe County Community Resources Department, provides case management services for individual offenders ordered by the courts to complete useful public service or community service; and

WHEREAS, the 18th Judicial District Probation Department desires to utilize the services of the County, through Judicial Services, for the provision of services for the Elbert County District and County Courts outlined herein and;

WHEREAS, pursuant to the provision of C.R.S. § 29-1-203, the County and the 18th Judicial District Probation Department may cooperate and contract to provide such functions and services as noted herein.

NOW, THEREFORE, IT IS AGREED by the County and the 18th Judicial District Probation Department as follows:

1. The County will provide case management for offenders ordered by the Elbert County District or County Courts to complete useful public service or community service hours.
2. The County will refer offenders to non-profit organizations that have been approved by Arapahoe County Judicial Services to accept community service workers. At the discretion of Judicial Services, qualifying offenders may be permitted to complete useful public service or community service hours through the Arapahoe County Toyland Project.
3. The County will verify the hours completed by each individual offender. Verification will be completed with the non-profit organizations’ representatives approved by Arapahoe County Judicial Services to provide such verification.
4. The County will report, in writing, to the 18th Judicial District Probation Department and the Elbert County District and Elbert County Courts whether or not each individual offender successfully completes the community service hours ordered.
5. The 18th Judicial District Probation Department will submit to the County a referral form for each individual offender ordered to complete useful public service or community service by the Elbert County District and Elbert County

Courts. Such referrals will be submitted via Arapahoe County Judicial Services' form(s) and will include information needed for the Arapahoe County Judicial Services to establish a case file for each individual offender.

6. Each individual offender referred by the Elbert County District or County Courts will be responsible for contacting Arapahoe County Judicial Services to complete an intake.
7. Each individual offender will be required to pay the established intake fee of \$75 (seventy-five dollars) for 1 (one) to 16 (sixteen) hours of court ordered useful public service/community service; or \$120 (one-hundred and twenty dollars) for 17 (seventeen) or more hours of court ordered useful public service/community service. Offenders under the age of 18 (eighteen) years will be required to pay an intake fee of \$75 (seventy-five dollars), regardless of the number of useful public service/community service hours ordered. The intake fee includes \$6.00 (six dollars) for Arapahoe County Judicial Services' insurance premium. Arapahoe County Judicial Services will not complete the intake for any offender and provide services described herein, until the offender pays the required fee, or in the case of an indigent offender, \$6.00 (six dollars) to cover the insurance premium.
8. The County agrees that no official, officer or employee of the 18th Judicial District shall have any personal or beneficial interest in the services described herein.
9. The County and the 18th Judicial District Probation Department understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S.
10. In connection with the services provided pursuant to this IGA, the County shall not discriminate against any Elbert County District Court or Elbert County participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.
11. This Agreement shall be in effect for a period of one (1) year from the date of execution by both parties, unless sooner terminated or extended pursuant to the provisions of this Agreement.
12. The County and the 18th Judicial District Probation Department shall have the right to terminate this IGA, with or without cause, by giving not less than thirty days written notice to the other party of such termination and specifying the effective date of such termination.

13. 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 the 18th Judicial District:

18th Judicial District Probation Department
Attn: Douglas R. Gray, Chief Probation Officer
6904 South Lima Street
Centennial, CO 80112

To the County:

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

With a copy to:

Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80120

14. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.
15. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
16. A waiver by either 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 either party.
17. 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 County or the 18th Judicial District Probation Department.

18. 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.
19. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the 18th Judicial District Probation Department.
20. 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.
21. 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.
22. 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.
23. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

18th Judicial District Probation Department

By: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

By: _____
Chair

ATTEST:

Clerk to the Board