

RESOLUTION NO. 19-14

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL
AGREEMENT CONCERNING THE CITY'S PARTICIPATION IN AND FUNDING OF
THE DOUGLAS COUNTY YOUTH INITIATIVE PROGRAM**

WHEREAS, the City of Castle Pines, a municipal corporation of the State of Colorado ("City"), is empowered pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S. to cooperate with other governmental units to make the most efficient and effective use of governmental powers and responsibilities; and

WHEREAS, the Douglas County Youth Initiative Program ("DCYI") is an intergovernmental effort to serve local youth, collaborate effectively for youth-related services, advocate for system improvements that will better serve youth and families in the community, and support youth and encourage their contributions to the broader community; and

WHEREAS, DCYI is implemented through cost-sharing and the Intergovernmental Agreement Concerning the Implementation and Funding of the Douglas County Youth Initiative Program (the "IGA"), and current parties to the IGA include Douglas County, Douglas County Libraries, Douglas County School District RE-1, the Town of Parker, the Town of Castle Rock, and Highlands Ranch Metropolitan District; and

WHEREAS, the City finds that the IGA is in the best interests of the City; and

WHEREAS, the City Council desires to participate in the implementation of DCYI through the IGA and the contribution of the City's share of Nineteen Thousand Eight Hundred Dollars (\$19,800.00) for the year 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the IGA, in substantially the form attached hereto as **Exhibit 1** or other form as approved by the City Attorney; (b) allocates the yearly contribution for 2019 of **Nineteen Thousand Eight Hundred Dollars (\$19,800.00)**; (c) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (d) authorizes the Mayor to execute the IGA when in final form.

Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

[Remainder of this page left intentionally blank.]

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor, 0 against and none absent this 26th day of March, 2019.



DocuSigned by:
Tera Stave Radloff
0E0C8EB279DC479...
Tera Stave Radloff, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Tobi Basile
AD03A3B02052498...
Tobi Basile, CMC, City Clerk

DocuSigned by:
Linda C. Michow
5241DE92B0FF444...
Linda C. Michow, City Attorney

EXHIBIT 1

**Intergovernmental Agreement Concerning the Continued Implementation and Funding of
the Douglas County Youth Initiative Program**

[ATTACHED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE AND HIGHLANDS RANCH METRO DISTRICT, CONCERNING THE CONTINUED IMPLEMENTATION AND FUNDING OF THE DOUGLAS COUNTY YOUTH INITIATIVE PROGRAM

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20___, by and between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the Highlands Ranch Metro District, and the **City of Castle Pines**, hereinafter referred to jointly as the “Parties”; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the continuing implementation and operation of a collaborative effort known as the Douglas County Youth Initiative Program (“Program”); and

WHEREAS, the Program will include a Youth Services Program Manager, Program Initiatives such as WrapAround and Youth Congress, Community Coalitions, and an Advisory Board of the Youth Initiative; and

WHEREAS, the Parties have agreed to share the costs of implementing and operating the Program in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

Section 1. Subject Matter of Agreement. This Agreement sets forth the understanding of the Parties associated with the exchange of consideration, the ongoing costs and management of the Program and the responsibilities of the Parties under this Agreement.

Section 2. Duration of Agreement. This Agreement shall be effective for a period of one year, beginning January 1, 2016, subject to annual appropriation of funds by all Parties hereto. This Agreement shall renew automatically on December 31st of each year for an additional one year term unless earlier terminated by the withdrawal of any Party as provided in this Section 2. If any Party to this Agreement should decide, in adopting the budget for subsequent Agreement years, not to provide funding for the Program, then that Party may withdraw from participation in this Agreement for future terms by giving written notice thereof to the other Parties. The remaining Parties shall have the option to negotiate and continue a cost sharing arrangement and operation of the Program by amending this Agreement pursuant to Section 12 or this Agreement will automatically terminate at the end

of the existing term. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes by each of the Parties.

Section 3. Relationship of the Parties. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

Section 4. Appointment of Program Services Manager. The Parties agree that the individual hired as the Youth Services Program Manager will be a Douglas County employee for all purposes and with the same benefits and at-will employment status as other County employees. The activities and performance of the Youth Services Program Manager will be subject to review by the Deputy County Manager with input from the Program Executive Board.

Section 5. Cost Sharing. The Parties agree to provide the following funding for the 2016 term and each term thereafter:

- A. Beginning January 1, 2016, the basic yearly estimated cost of implementing and operating the Program is \$170,500. The Parties agree to pay the following cost sharing amounts in each term of the Agreement:

Douglas County School District Re-1:	\$35,750
Douglas County:	\$35,750
Douglas County Libraries	\$19,800
Town of Castle Rock:	\$19,800
Town of Parker:	\$19,800
City of Lone Tree:	\$19,800
Highlands Ranch Metro District	\$19,800
City of Castle Pines	\$19,800

*Douglas County School District Re-1	\$40,000
*Douglas County:	\$40,000

*Parties have agreed to provide additional funding

- B. Douglas County shall be the recipient of the contributed funds as Douglas County will be the Party responsible for hiring the Youth Services Program Manager. The funds received for the Youth Services Program Manager shall be spent for costs directly associated with that position. Payments may be made annually or semi-annually at the discretion of the participating Parties.

Payments: Payments may be paid:

- One time payment due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later.
- ½ due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later and remaining ½ due by July of the then-current term.

Payments can be made by check payable to Douglas County.

Section 6. Responsibilities of the Parties.

- A. The Advisory Board shall be made up of one representative from each participating Party; each funding entity will have representation; and the Advisory Board shall be responsible for the following:
- (i) Provide feedback into the recruitment, hiring, and evaluation of the Youth Services Program Manager, although the final hiring and any and all other employment-related decisions shall be made by Douglas County in accordance with applicable Douglas County employment procedures and policies.
 - (ii) Act as a regular liaison with the agencies they represent.
 - (iii) Provide oversight and direction for the Program, on behalf of their constituents.
 - (iv) Participate with the Parties in the annual evaluation of the Program.
- B. The Parties shall be responsible for the following:
- (i) Participate with the implementation and operation of the Program.
 - (ii) Provide a regular liaison to the meetings of the Advisory Board.
 - (iii) Participate with the annual evaluation of the Program.
- C. The responsibility for providing office space and basic office supplies for the Youth Services Program Manager shall be the responsibility of Douglas County, including a dedicated telephone line and computer email and internet access. The value of these benefits will be in addition to that covered in Section 5 (A) above.

Section 7. Specific duties of the Youth Services Program Manager.

The specific duties and responsibilities of the Program Services Manager are set forth in Attachments I, and II, to this Agreement, and are incorporated herein by this reference, and are summarized as follows:

- A. Attachment I: Bylaws of the Douglas County Youth Initiative Advisory Board. The Advisory Board oversees the Program Manager position and provides programmatic guidance.

Section 8. Notice. Any notice required by this Agreement shall be given, in writing by U.S. postal mail, as follows:

Town of Castle Rock:	Town of Castle Rock 100 N. Wilcox Castle Rock, CO 80104
Douglas County:	Douglas County Manager 100 Third Street Castle Rock, CO 80104
Douglas County School District RE-1:	Douglas County School District RE-1 620 Wilcox Castle Rock, CO 80104
Douglas County Libraries	Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104
Town of Parker:	Town of Parker 20120 E Mainstreet Parker, CO 80138
City of Lone Tree:	City of Lone Tree 9220 Kimmer Dr., Suite 100 Lone Tree, CO 80124
Highlands Ranch Metro District	Highlands Ranch Metro District 62 Plaza Drive Highlands Ranch, CO 80129
City of Castle Pines	City of Castle Pines 360 Village Square Lane, Suite B Castle Pines, CO 80108

Section 9. Applicable Law. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

Section 10. Non-waiver. The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.

Section 11. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 12. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

Section 13. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 14. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 15. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

Section 16. Governmental Immunity. The Parties hereto understand and agree that the Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 18. Execution. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

**The Board of County Commissioners of the
County of Douglas**

By: _____
Doug DeBord, County Manager

ATTESTED:

By: _____
C. Brenner, Deputy Clerk

APPROVED AS TO LEGAL FORM:

Chris Pratt, Assistant County Attorney

APPROVED AS TO FINANCIAL CONSIDERATIONS:

Andrew Copland, Director of Finance for Douglas County

Douglas County School District RE-1

By: _____
Board of Education for Douglas County School District

ATTEST:

Nona Eichelberger, Board Secretary

APPROVED AS TO LEGAL FORM:

Richard Bump, Board Legal Counsel

Town of Parker

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO LEGAL FORM:

James S. Maloney, Town Attorney

City of Lone Tree

By: _____
James D. Gunning, Mayor

ATTEST:

Jennifer Pettinger, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

Neil Rutledge, Assistant City Attorney

Town of Castle Rock

By: _____
Paul Donahue, Mayor

Attest:

Sally A. Misare, Town Clerk

APPROVED AS TO LEGAL FORM:

Robert J. Slenz, Town Attorney

Douglas County Libraries

By: _____
_____, _____

ATTEST:

_____, _____

APPROVED AS TO LEGAL FORM:

Tamara K. Seaver

Highlands Ranch Metro District

By: _____
Terry Nolan, General Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

City of Castle Pines

By: _____
Michael Penny, City Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

ATTACHMENT I – BYLAWS

**BYLAWS
of the
DOUGLAS COUNTY YOUTH INITIATIVE**

Article I: Name. The name of this organization shall be Douglas County Youth Initiative (the “Youth Initiative”).

Article II: Purpose. The purpose of the Youth Initiative is to unite the Douglas County community, including youth, parents, agencies, governments, schools, nonprofits and other adults, in our mutual efforts to:

- Identify gaps and collaborate effectively to create a seamless continuum of services.
- Advocate for system improvements that will better serve youth and families of Douglas County.
- Support youth and encourage their contributions to the broader community.
- Effectively intervene with youth who are endangered by their decisions and/or situation.
- Support and expand opportunities for youth to express viewpoints.
- Support parents and caregivers with resources, education and unconditional care.

These goals shall be achieved by means of programs as determined by the Advisory Board, which may include, but are not limited to, Youth Congress, the WrapAround program, and a Day of Service.

Article III: Advisory Board.

Section 1: Composition. Each funding entity for the Youth Initiative shall appoint one or more representatives to serve on the Youth Initiative Advisory Board. When any member of the Advisory Board is unable to continue as a member, the funding entity shall appoint a replacement member to fill the vacancy on the Advisory Board.

Section 2: Duties of the Advisory Board. The Advisory Board shall oversee the operations of the Youth Initiative. Such duties shall include the following:

- Programmatic guidance to the Program Manager of the Youth Initiative;
- Along with Douglas County, annual approval of the Youth Initiative budget;
- Review and monitoring of the operations of the Youth Initiative in order to ensure achievement of the purposes of the Youth Initiative;
- Consultation and advisement regarding employment of the Youth Initiative Program Manager as well as employment and/or contracts of other Youth Initiative staff;
- Make recommendations to Douglas County as the employer of the Youth

Initiative Program Manager and the fiscal agent for the Youth Initiative as to Program Manager performance, fiscal matters, and Youth Initiative operations; and;

- Make recommendations to the Partnership of Douglas County
- Governments as to the overall operations and funding of the DCYI

Section 3: Officers. The Advisory Board shall select from among its ranks officers in the following positions: President, Vice President, Secretary, Treasurer, and such other officers as the Advisory Board deems necessary.

Section 4: Duties of the Officers. The duties of the officers shall be those established by the Advisory Board and shall include the following:

President: Set the agenda for meetings, in conjunction with the Youth Initiative Program Manager; chair meetings and facilitate discussion

Vice President: Perform the duties of the President in the absence or incapacity of the President

Secretary: Oversee records of the Advisory Board; record meeting activities, votes, and proceedings; generate and distribute meeting minutes

Treasurer: Oversee financial records of the Youth Initiative and periodically report on the financial condition of the Youth Initiative to the Advisory Board on at least a quarterly basis.

Section 5: Election or Appointment of Officers. Officers shall be elected on an annual basis at the first regular meeting of each calendar year or at such time as members of the Advisory Board shall in its discretion determine. In the event of a vacancy during the year or in the event that the representative appointed by a funding entity to serve as a member of the Youth Initiative Advisory Board and who has been elected to serve as an Officer shall cease to be a member of the Advisory Board, the Advisory Board shall elect a successor from its membership at the next regular meeting and such successor shall serve the unexpired term of the office.

Article IV: Primary Operations. The Youth Initiative Program Manager shall be an employee of Douglas County and shall office in such location as established in the discretion of Douglas County. Douglas County shall be responsible for the day-to-day operations of the Youth Initiative and shall be authorized to staff the Youth Initiative as may be necessary to carry out the purpose and function of the Youth Initiative as set by the Advisory Board.

Article V: Meetings of the Advisory Board.

Section 1: Regular Meetings. The Advisory Board shall meet no less than quarterly.

Section 2: Special Meetings. The President of the Board may, when s/he deems it expedient, and shall, upon written request of three Board members, call a special meeting for the purpose of conducting business designated in the call. Notice of special meetings shall be delivered to Board members no less than two business days prior to such meeting. Business conducted as special meetings shall be limited to that designated in the call, unless all members of the Board are present.

Section 3: Quorum. Action by the Advisory Board shall only take place if a quorum is present. A quorum of the Advisory Board shall consist of a simple majority of the funding entities of the Youth Initiative. If a funding entity has appointed more than one representative to serve on the Advisory Board, only one representative shall count for purposes of determining whether there is a quorum of the Advisory Board.

Section 4: Meeting Attendance. When a member of the Advisory Board is unable to attend a meeting, the funding entity may appoint an alternate to participate in the decision making processes on behalf of the member jurisdiction.

Article VI: Amendments to the Bylaws. The bylaws of the Youth Initiative shall be amended only with the approval of a majority of the Advisory Board at a regular or special meeting, but no such amendment shall be adopted unless at least five business days written notice thereof has been previously been given to all members of the Advisory Board.

Approved January 9, 2012