

RESOLUTION NO. 1302

A RESOLUTION OF THE GOLDEN CITY COUNCIL
PERTAINING TO AN AMENDED INTERGOVERNMENTAL
AGREEMENT BETWEEN JEFFERSON COUNTY, JEFFERSON
COUNTY SCHOOL DISTRICT R-1 AND MUNICIPALITIES
WITHIN THE COUNTY REGARDING THE JUVENILE
ASSESSMENT CENTER

WHEREAS, the City's Home Rule Charter and state statute permit the City to enter into intergovernmental agreements for the provision of services; and

WHEREAS, the City Council adopted Resolution No. 1168 on December 14, 2000, approving the Intergovernmental Agreement regarding the Juvenile Assessment Center; and


WHEREAS, the Juvenile Assessment Center Board and the Senate Bill 94 Committee have merged to create one governing board in order to reduce duplication of work and effort; and

WHEREAS, the Intergovernmental Agreement has been amended to include two new members to the Board of Directors: Jefferson County's Chief Probation Officer and a representative of the Division of Youth Services.

THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

In accordance with Section 15.06 of the City of Golden Home Rule Charter, the First Amended Intergovernmental Agreement between Jefferson County, Jefferson County School District No. R-1, Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, Edgewater, District Attorney, First Judicial District and Jefferson County Sheriff for the Juvenile Assessment Center is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

Adopted the 23rd day of May, 2002.



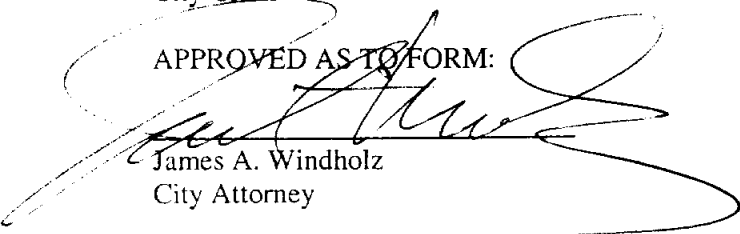
Charles J. Baroch
Mayor

Attest:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 23rd day of May A.D., 2002.

(SEAL)

ATTEST:

A handwritten signature in black ink, appearing to read "Susan M. Brooks". The signature is written in a cursive style with a large initial "S".

Susan M. Brooks, City Clerk of
The City of Golden, Colorado

FIRST AMENDED
INTERGOVERNMENTAL AGREEMENT
For The Juvenile Assessment Center

THIS AGREEMENT, dated for reference purposes only this 1st day of January, 2001, and revised May 1, 2002, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County") for the use and benefit of the Office of the District Attorney, First Judicial District ("District Attorney") and Jefferson County Division of Human Services ("Human Services") and the Jefferson County Sheriff's Office (the "Sheriff"); **JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1** (R-1 Schools"); the **CITY OF ARVADA**, a municipal corporation ("Arvada"); the **CITY OF LAKEWOOD**, a municipal corporation ("Lakewood"); the **CITY OF WHEAT RIDGE**, a municipal corporation ("Wheat Ridge"); and the **CITY OF GOLDEN**, a municipal corporation ("Golden"); the **CITY OF WESTMINSTER**, a municipal corporation ("Westminster"); and the **CITY OF EDGEWATER**, a municipal corporation ("Edgewater") (hereinafter collectively referred to as the "parties"). and the **DISTRICT ATTORNEY, FIRST JUDICIAL DISTRICT** and the **JEFFERSON COUNTY SHERIFF** as Sponsors as that term is defined below.

WITNESSETH:

WHEREAS, Part 2 of Article 1 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 other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, Jefferson Center for Mental Health ("Mental Health"), a nonprofit corporation, ("Mental Health") has operated a program known as the Jefferson County Juvenile Assessment Program (the "Program") which has provided a centralized location for the coordinated provision of mental health and other intervention programs and services for juveniles and their families who were referred to the Program by the Law Enforcement Participants (Lakewood, Arvada, Golden, Wheat Ridge, Westminster, Edgewater and the Sheriff shall collectively be referred to as the "Law Enforcement Participants"); and

WHEREAS, the County, Mental Health and the Law Enforcement Participants previously entered into an agreement in 1998 for funding and operating the Program (the "Law Enforcement Funding Agreement") and the County, R-1 Schools and Mental Health entered into a Partners Agreement dated for reference purposes the 1st day of July, 1997 to provide additional funding for the Program (Human Services, the District Attorney and R-1 Schools and Mental Health shall collectively be referred to as the "Sponsors"); and

WHEREAS, it would be in the best interest of all of the above-referenced parties to create a separate legal entity with its own governing board to provide the services previously

provided by Mental Health; and

WHEREAS, section 19-2-211 of the Colorado Revised Statutes allows for the creation of a local "juvenile service planning committee" appointed by the Chief Judge of a judicial district and Chief Judge's Order number 2001-2 of the First Judicial District dated September 7, 2001 assigned the responsibilities of the "juvenile services planning committee" to the governing board of the entity created by this agreement; and

WHEREAS, the parties desire to enter into a new Agreement herein, which supersedes all prior agreements and amendments.

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

I. GENERAL PROVISIONS

A. ESTABLISHMENT OF THE JUVENILE ASSESSMENT CENTER. The parties hereby establish a separate legal entity to be known as the "Juvenile Assessment Center" (the "Center") which shall operate as a governmental entity unless the Center Board takes such action required to convert the Center to a 501(c)(3) nonprofit organization. Prior to such action to convert the Center to a 501(c)(3) organization, the Center shall give each party more than six (6) months notice of such intended action. Upon receipt of such notice any party may terminate its participation without penalty or participate in an agreement concerning formation of the 501(c)(3). Such terminating party shall be entitled to reimbursement of its annual contribution previously paid to the Center prorated from the effective date of termination through the remainder of the year.

Prior to such conversion to a 501(c)(3) entity, the rights of the parties under this Agreement shall be addressed by an amendment to this Agreement or by separate agreement executed by all parties who have not terminated their participation. No such conversion shall occur without the unanimous consent of all the parties who have not terminated their participation.

B. IN-KIND CONTRIBUTION OF CERTAIN PARTIES AND SPONSORS. In consideration of participation in and access to the Center services and programs, each Sponsor agrees to make the following in-kind contributions to the operation of the Center at no cost to the Center:

1. R-1 Schools - Buildings located at 1200 Johnson Road, Golden, CO 80401 shall be leased to the Center as needed by the Center by separate lease agreement (the "Center Facilities"). An education specialist and/or truancy administrator/student outreach officer shall be provided by R-1 and shall be located at the Center. Furniture and equipment necessary to support these positions or any other R-1 Schools personnel placed at the Center shall also be provided by R-1.

2. Human Services – The County shall install and maintain the County phone system at the Center. The County shall provide equipment and furniture to support any Human Services personnel located at the Center.

3. District Attorney – The District Attorney shall provide a computer system establishing links between and among the Courts, the District Attorney AS400, and the Colorado Crime Information Computer ("CCIC"). The District Attorney shall provide liaison and support staff and furniture and equipment to support these positions.

C. JEFFERSON CENTER FOR MENTAL HEALTH - Jefferson Center for Mental Health shall be a Sponsor if it provides mental health services to the Center.

D. OPERATION OF THE CENTER FOR 2001. Mental Health shall continue to oversee, administer and staff the Center through December 31 2001, after which, its governing board will determine the administration of the Center.

E. It is mutually understood and agreed by and between the parties hereto and Mental Health that this Agreement shall not constitute a change in employment status of any employee of the parties to this Agreement or Mental Health. Each party shall be responsible for maintaining workers' compensation insurance for its employees as required by law, and for withholding and paying all Federal and State taxes for its employees.

II. POWERS OF THE CENTER

A. GENERAL POWERS. The parties hereto agree the Center shall be empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the Center within Jefferson County, Colorado, for the use and benefit of the parties to this Agreement and their constituents.

B. SPECIFIC POWERS. The Center shall be authorized to provide the services identified below to children who are under the age of eighteen and who reside in the First Judicial District of Colorado ("Juveniles"). The principal purposes and powers of the Center are to:

1. provide a centralized location for the coordinated provision of mental health and other intervention programs and services for Juveniles and their families who are referred to the Center by the Law Enforcement Participants, Human Services, Mental Health, R-1 Schools and families living in the First Judicial District of Colorado,

2. conduct complete assessments of the needs of Juveniles and their families including, but not limited to, screening for violence potential, self-destructive tendencies, abuse, neglect and future criminal behavior, risk and treatment need factors,

3. make prompt referrals of Juveniles and their families to appropriate community services based on assessment and any and all other pertinent information,

4. provide crisis intervention for Juveniles and their families referred by the Sponsors, the Law Enforcement Participants, the courts within Jefferson County and the Juvenile's family and also for Juveniles on probation or in a diversion program (The Center shall utilize a case management process to evaluate the progress of the intervention. Case management shall include developing case plans addressing issues identified in assessment and supervising the accomplishment of the case plan.),

5. coordinate and centralize the information collected by agencies involved with the Juveniles and their families,

6. provide rapid dissemination of assessment information to municipal and state courts, Sponsors and Law Enforcement Participants in accordance with all laws concerning confidentiality,

7. assist with decision-making concerning arrest, incarceration, intervention, and consequences for Juveniles,

8. prepare pre-sentencing reports for municipal and state courts,

9. if the Center is designated as a shelter by the District Court in the First Judicial District of Colorado or by the County pursuant to Section 19-2-508, C.R.S., provide short term holding of Juveniles, detained or arrested by Law Enforcement; Juveniles with status, ordinance, misdemeanor or felony level charges; Juveniles considered to be "at risk" or "runaway"; or Juveniles referred to or in the care of Human Services who are not in immediate danger and who pose no threat to themselves or others (Juveniles awaiting placement or family services),

10. 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,

11. provide ongoing training of law enforcement personnel on changes in the Juvenile code, accessing and using Center services and detention screening procedures,

12. provide screening of Juveniles for Law Enforcement Participants for eligibility for pretrial placement in Division of Youth Corrections' facilities and other facilities per local or State policy,

13. provide immediate social service and mental health service access to Juveniles through the State designated entities approved to provide such social services and mental health services to juveniles.

14. have any additional powers that are authorized in writing by all the governing bodies of the parties.

C. **POWER TO MAKE CONTRACTS, HIRE, AND FIRE.** The parties hereto further agree the Center shall have the authority reasonable and necessary to carry out the powers set forth in this Agreement. Such authority shall include, but not be limited to, the authority to contract and purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees of the Center as deemed necessary to operate the Center.

D. **POWER TO SET FEES.** The fees, if any, to be charged for services shall be established by the Center and shall be uniform and reasonable.

E. **POWER TO LEASE PROPERTY.** The parties hereto agree the Center is empowered to negotiate and enter into leases of property that is suitable for providing the services it is authorized to provide. The initial lease shall be with R-1 Schools for the Center Facilities. The Center, for the purpose of organizing, administering, and operating the Center on the land so leased, will improve, maintain, and operate the buildings and property as provided herein.

F. **USAGE BY OTHER JUVENILES.** The Center Board by policy approval may permit other entities than as set forth in II.B. to make to the Center or to permit juveniles residing outside the First Judicial District to be referred to the Center.

III. FUNDING CONTRIBUTIONS OF PARTIES FOR FISCAL YEAR 2001.

Each party shall contribute to the Center the amounts identified in Exhibit A, which is attached hereto and incorporated herein, for the Center's fiscal year 2001 operating budget. The parties agree to consider for appropriation the amounts computed as set forth above by the first day of January, 2001. Full payment shall be made to the Center no later than January 31, 2001.

IV. FUNDING CONTRIBUTIONS OF PARTIES AFTER FISCAL YEAR 2001.

A. **LAW ENFORCEMENT PARTICIPANT'S CONTRIBUTIONS.** For fiscal year 2002 and thereafter, the Law Enforcement Participants shall pay forty per cent (40%) of the Center's Annual Assessment as defined in Article IX. The annual contributions of each of the Law Enforcement Participants shall be calculated as follows by using a formula that is weighted equally by each Law Enforcement Participant's Juvenile Population and the average of the Law Enforcement Participant's usage of the Center for the three calendar years preceding the date the preliminary budget is approved (the "Three Year Usage Period").

1. **Juvenile Population Calculation.** One-half of the Law Enforcement Participant's annual contribution will be determined as follows:

a. Identify the Juvenile population figure for each Law Enforcement Participant by determining the number of Juveniles who reside within the jurisdiction of each Law Enforcement Participant and who also reside within the First Judicial District of Colorado. The Sheriff's jurisdiction shall be the unincorporated portion of Jefferson County. The Juvenile population figure shall be determined by using the most current population figures available from the State Demographer on April 1st of each year the budget is prepared.

b. All of the Law Enforcement Participant's population numbers will be added together and each Law Enforcement Participant's percentage of the total will determine one-half of their annual contribution.

2. Program Usage. The remaining one-half of the Law Enforcement Participant's annual contribution will be determined as follows:

a. The Center shall keep a record of the number of Juveniles referred or transported to the Center by each Law Enforcement Participant and their respective municipal court during each calendar year (the "Law Enforcement Participant's Usage Number").

b. All of the Law Enforcement Participant's Usage Numbers for the Three Year Usage Period will be added together (the "Three Year Total Usage Number"). Each Law Enforcement Participant's percentage of the Three Year Total Usage Number will determine one-half of their annual contribution.

B. SPONSOR'S CONTRIBUTIONS.

1. The Sponsors shall contribute sixty per cent (60%) of the Center's Annual Assessment according to the following percentages:

County 46% (comprised of contributions by the District Attorney's Office the Human Services Division). The percentage of each County entity may vary from year to year, but the total contribution of the County for these two entities shall not exceed 46% of the Center's total Annual Assessment. (The Sheriff's contribution is separately under Article IV, Section A – Law Enforcement Contributions).

R-1 Schools 14%

V. APPROPRIATION AND PAYMENTS BY PARTIES OR OTHER ENTITIES.

A. APPROPRIATION AND PAYMENT OF FUNDS. The parties agree to consider for appropriation the amounts computed as set forth above by the first day of January

of the year during which said monies are to be expended by the Center. The parties agree to pay said amounts to the Center by January 31 of the year during which said monies are to be expended by the Center. All payments to the Center pursuant to this Agreement are, however, subject to annual appropriation by the parties hereto in the manner required by statute. It is the intention of the parties that no multiple-year fiscal debt or other obligation shall be created by this Agreement.

B. **CONTRIBUTIONS OF NEW PARTIES.** In the event that any municipality, other than the parties to this Agreement, subsequently joins in this Agreement, it shall be treated as a Law Enforcement Participant and its share of the Annual Assessment shall be computed, appropriated and paid as set forth above in Part III, IV and V. Should any such municipality be partially within and partially without the territorial limits of the First Judicial District, its population within the First Judicial District shall be added to the total Juvenile population set forth in Article IV, Section A.1.b. to compute the pro-rata shares of the Annual Assessment. Such municipality shall only refer Juveniles apprehended within the boundaries of the First Judicial District to the Center.

A new municipality's program usage shall be estimated by the Center's Board of Directors until the municipality has been a Law Enforcement Participant for one full calendar year. Once the municipality has been a Law Enforcement Participant for a full calendar year, the program usage for that calendar year shall be used to calculate usage for the next budget. The next year, the municipality's program usage for two (2) full calendar years shall be used to determine the municipality's usage for budget purposes. Thereafter, program usage for the new municipality shall be calculated in accordance with Article V, Section A.2 of this Agreement.

VI. BOARD OF DIRECTORS

A. **POWERS.** All powers, privileges and duties vested in the Center shall be exercised and performed by and through its Board of Directors.

B. **APPOINTMENTS.** The County and each Sponsor and Law Enforcement Participant shall designate and appoint one Director to serve on the Center Board. The Chief Judge of the First Judicial District Court ("the Court"), the Chief Probation Officer of the First Judicial District and the Director of the Central Region of the Colorado Division of Youth Corrections may each appoint one Director to serve on the Center Board. Each Director shall be in regular attendance and participate in Center meetings and activities. Each Director shall serve in accordance with the terms and conditions set forth by the entity that appointed the Director. The County, each Sponsor, law enforcement Participant, the Court, the Chief Probation Officer, and the Director of the Central Region of the Division of Youth Corrections may also appoint an alternate board member.

The Directors and alternates for the Law Enforcement Participants shall be appointed by their respective chiefs of police or Sheriff. The Directors and alternates for Human Services and Mental Health shall be appointed by the respective Director of Human Services and Director of Mental Health. The District Attorney shall appoint a Director and alternate.

The Board of County Commissioners of Jefferson County shall appoint the County's Director and alternate. The R-1 School's Director and alternate shall be appointed by the Superintendent of Schools.

C. ELECTION OF OFFICERS. At the annual meeting of the Board of Directors, the Board shall elect from its membership a President, a Vice President (and President pro tem), a Secretary and a Treasurer, who will assume their office at the annual meeting. These officers shall serve until their successors have been elected. The officers shall be elected by an affirmative vote of at least a majority of the board of those present and voting.

D. BYLAWS AND POLICIES AND PROCEDURES. The Board of Directors shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Center.

VII. CAPITAL IMPROVEMENT FUND

The Center may establish a capital improvement fund with surplus revenues generated by operation of the Center. The uses to which said fund may be put include, but are not necessarily limited to, replacement of capital equipment, procurement of new capital equipment, and expansion of the Center Facilities.

VIII. CONTINGENCY FUND ESTABLISHED

The Center shall establish a contingency fund which shall not exceed ten percent (10%) of the preceding year's actual expenditures. The money for said fund may be generated from transfers from fees, investment income, donations, grants and other incidental sources of revenue. Said contingency fund shall be used to defray the costs of unanticipated operating expenses.

IX. BUDGET

A. BUDGET PROCESS. Each year, the Center shall prepare a preliminary budget and submit said budget to the Center's Board. The budget shall contain detailed estimates of the operating costs for the subsequent year. The budget shall identify the dollar amount of all revenue sources including the portion of revenue to be assessed to the Sponsors and Law Enforcement Participants (the "Annual Assessment"). The preliminary budget shall be approved by the Center's Board on or before June 1st of each year. The approved preliminary budget shall be submitted to each of the governing bodies of the parties hereto as soon thereafter as possible.

The governing body of each of the parties may provide comments or concerns on its Annual Assessment to the Center's Board on or before September 1 of each year. The Center's Board may adjust the budget based on the comments of the parties.

The final budget shall then be approved by the Center's Board and certified by the

secretary and treasurer of the Center's Board. A final budget shall be submitted to each of the governing bodies of the parties no later than December 15th of each year that this Agreement is in effect.

B. CONTRIBUTIONS TO THE BUDGET. The parties hereto agree to contribute to the budget based upon the formula contained in Sections III and IV of this Agreement or upon such other basis as may from time to time be determined by all of said parties.

X. FUNDS AND OPERATIONS

A. DESIGNATION OF FUNDS. The Center agrees that the various monies paid to the Center by the parties hereto, and any monies generated by the Center itself, shall be placed into a designated fund, and any expenses incurred by reason of operation of the Center shall be paid from said fund.

B. CHOICE OF DEPOSITORY. All monies belonging to the Center or designated for use by the Center shall be deposited in the name and to the credit of the Center with such depositories as the Center shall from time to time designate, in compliance with Part 6 of Article 75 of Title 24, C.R.S.

C. DISBURSEMENT OF FUNDS. No disbursements shall be made from the funds of the Center except by check.

D. FISCAL RESPONSIBILITY. The Center 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 Center, with which to pay the same.

E. SURPLUS REVENUES. Nothing herein, however, prevents the Center from returning any surplus revenues generated by the operation of the Center to the respective parties hereto in the same proportion that said parties are required to contribute for maintenance and operation.

F. The Center Board shall obtain and maintain adequate insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by the Center or the Center Board.

XI. BOOKS AND RECORDS

A. RECORD KEEPING. The Center shall maintain adequate and correct accounts of its funds, properties, and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.

B. ANNUAL AUDIT. The Center shall cause to be conducted an annual audit within 90 days after the end of the fiscal year. Such audit shall be conducted by an

independent certified public accountant, registered accountant, or partnership, or certified public accountants, or registered accountants licensed to practice in the State of Colorado. The Center shall tender a copy of said audit to the governing bodies of the respective parties hereto.

C. **COMPLIANCE WITH LAW.** The Center shall comply with all laws governing entities created pursuant to Part 2 of Article 1 of Title 29, C.R.S. including but not limited to, the Local Government Budget Law of Colorado, the Colorado Local Government Audit Law and the Colorado Local Government Uniform Accounting Law.

XII. REPORTS

A. **ANNUAL REPORT.** By May 1st of each year the Center shall prepare and present to the respective City Councils, the Board of County Commissioners of Jefferson County, the Board of Directors of Jefferson Center for Mental Health, the Board of the R-1 School District, the District Attorney, the Sheriff and the Court, a comprehensive annual report of the Center's activities and finances during the preceding year.

B. **REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT.** The Center shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the Center.

C. **REPORTS REQUESTED BY THE PARTIES.** The Center shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

XIII. DEFAULT IN PERFORMANCE

A. In the event any party fails to pay its share of the operating costs when due, or to perform any of its covenants and undertakings under this Agreement, the Center shall cause written notice to be given to the governing body of the party of the Center's intention to terminate said Agreement as to such party in default, unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said default within said thirty (30) day period, membership in the Center of the defaulting party shall thereupon terminate, and said defaulting party shall thereafter have no voting rights as a member of the Center at any regular or special meeting thereto, nor be entitled to representation on the Center's Board of Directors. Said defaulting party shall thereafter be denied service by the Center and shall no longer be entitled to locate any of its employees in the Facility. Any furniture or equipment owned by said defaulting party but not removed within thirty (30) days after the date of the Center's notice of intention to terminate shall become the property of the Center unless said default is cured within the thirty(30) day period. Furthermore, such defaulting party which is terminated under this section of this Agreement shall forfeit all right, title, and interest in and to any property of the Center to which it may otherwise be entitled upon the

dissolution of this Agreement. This Section is not intended to limit the right of any party under this Agreement to pursue any or all other remedies it may have for breach of this Agreement.

B. In the event of default by R-1 Schools, the lease agreement for the Center Facilities shall terminate and the parties hereto and Mental Health shall vacate the Center Facilities sixty (60) days from the date of the Center's notice of intention to terminate (unless the default of R-1 Schools has been timely cured).

XIV. TERM, RENEWAL AND TERMINATION OF AGREEMENT

A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect for a term of 35 years from January 1, 2001, and the parties entering into this Agreement shall have the option to extend this Agreement by amending this Agreement pursuant to Section XV or until sooner terminated by a majority of the parties hereto.

B. **TERMINATION BY WRITTEN NOTICE.** This Agreement, or any party's or Sponsor's participation in this Agreement, may be terminated effective by written notice from the party or parties to the Center at least 90 days prior to January 1st of any given year. Any party terminating its participation pursuant to this provision, shall not be entitled to any reimbursement of its annual operating cost contributions previously paid to the Center. In the event that the terminating party is R-1 Schools, the lease agreement for the Center Facilities shall terminate and the parties hereto and Mental Health shall vacate the Center Facilities within sixty (60) days of said termination by R-1 Schools.

C. **TERMINATION OF PARTY/LOSS OF FUNDS.** Upon termination of a party or Sponsor, whether by default in performance or by written notice, the remaining parties may continue to participate in this Agreement. The Board of Directors, upon such termination of a party or parties, shall act to adjust the budget or Annual Assessment to accommodate the loss in funds unless the remaining parties negotiate an amendment to the Agreement setting forth revised percentages of participation or the parties agree to terminate the Agreement.

D. **POWERS OF CENTER UPON TERMINATION BY A MAJORITY.** Upon termination by mutual agreement of a majority of the parties to this Agreement, the powers granted to the Center under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets under this Agreement.

E. **STATUS OF LEASED PREMISES UPON TERMINATION BY A MAJORITY.** Upon termination of this Agreement by mutual agreement of a majority of the parties hereto, any premises leased from R-1 and improvements thereon located in Jefferson County, shall revert to R-1 Schools for its use and ownership. Any leases with R-1 shall terminate and the parties hereto and Mental Health shall vacate any facilities leased from R-1 within thirty (30) days of said termination of this Agreement. Any cost for liabilities incurred by the Center during the termination of this Agreement and as an expense of termination shall

be borne by each party to the Agreement in the same proportion as it is required to contribute to the current Center funds for operating costs.

F. REMEDIES AS TO MENTAL HEALTH. If Mental Health does not provide mental health services for the Center, Mental Health shall no longer be deemed a Sponsor and the term of any Director appointed by Mental Health shall be deemed terminated.

XV. AMENDMENT

This Agreement may be amended at any time in writing by agreement of two-thirds of the parties to this Agreement subject to the approval of the various governing bodies of the parties.

XVI. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

XVII. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

XVIII. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and Sponsors and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties or Sponsors, limit in any way governmental immunity as provided in § 24-10-101, C.R.S., et. seq. and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties or the Sponsors with respect to the subject matter hereof. The parties, Sponsors and Law Enforcement Participants shall be responsible for their own negligent acts and the conduct of their respective employees without waiving any protections afforded by the Governmental Immunity Act.

XIX. SUPERSEDES

This Agreement supersedes and replaces all prior agreements and all amendments thereto including, but not limited to, the Partners Agreement and the Law Enforcement Funding Agreement referred to herein.

XX. NONDISCRIMINATORY POLICY

The Center shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, sex, or disability.

XXI. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay the Annual Assessment hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution; a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

ATTEST:

CITY OF GOLDEN
STATE OF COLORADO

City Clerk

By _____
Name and Title _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney