

**DATE:** May 7, 2013  
**STAFF:** Jerry Schiager  
Mike Trombley

**AGENDA ITEM SUMMARY**  
FORT COLLINS CITY COUNCIL

**17**

**SUBJECT**

Resolution 2013-037 Authorizing the Mayor to Enter into an Intergovernmental Agreement to Assist in the Operation and Maintenance of the HUB, a Multi-Agency Youth and Family Program.

**EXECUTIVE SUMMARY**

The City of Fort Collins partners with Larimer County, the City of Loveland, the Town of Estes Park, the Town of Berthoud, the Colorado State University Police Department, the Colorado State Patrol, and the Larimer County Sheriff's Office in a collective agreement to fund operations of the Larimer County Juvenile Assessment Center (known as the "HUB"). The HUB provides valuable services to both families and the law enforcement agencies of Larimer County by providing centralized screening for minors in need of services due to:

- Abuse and neglect
- Delinquency
- High risk behaviors that are nondetainable or beyond the control of parent(s)
- Parent – child conflict
- Drug and alcohol abuse
- Runaway youth

**BACKGROUND / DISCUSSION**

The parties to this Intergovernmental Agreement have historically agreed that the HUB is the appropriate entity to screen and coordinate the appropriate intervention to at-risk youth within Larimer County. The parties recognize the efficiency of a centralized facility, and the consistency and value this provides in terms of service delivery. This agreement reflects the parties' desire to cooperate and contract with one another to fund the operations and maintenance of the HUB, and transport at-risk juveniles and juveniles in the custody of law enforcement to an appropriate facility after screening. The agreement is for a single year, but may be renewed for up to four additional annual terms.

**FINANCIAL / ECONOMIC IMPACTS**

The Intergovernmental Agreement authorizes the HUB to bill the participating agencies on a pro-rata basis based on the prior calendar year's referral data. In 2012, this amount was \$27,500 to the City of Fort Collins, and \$28,479 for 2013. This number fluctuates slightly from year to year based on percentage of use.

The City of Fort Collins' portion of HUB operating expenses was approved through the BFO process for the 2013 and 2014 budget years, and is submitted for each BFO cycle.

**STAFF RECOMMENDATION**

Staff recommends adoption of the Resolution.

RESOLUTION 2013-037  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE MAYOR TO ENTER INTO  
AN INTERGOVERNMENTAL AGREEMENT TO  
ASSIST IN THE OPERATION AND MAINTENANCE OF  
THE HUB, A MULTI-AGENCY YOUTH AND FAMILY PROGRAM

WHEREAS, the staff of Fort Collins Police Services (“FCPS”) has been working with staff from Larimer County (the “County”), the City of Loveland, the Town of Estes Park, the Town of Berthoud, the Colorado State University Police Department, the Colorado State Patrol and the Larimer County Sherriff’s Office (the “Participating Agencies”) to share in the use of a coordinated multi-agency program (the “Hub”) that offers services intended to provide for the safety of youth and families at risk due to abuse and neglect, delinquency, and other high risk behaviors; and

WHEREAS, City staff and FCPS staff plan to use the Hub when dealing with juveniles that are in need of services such as screening, monitoring, assessment, counseling and referrals, and juvenile transportation; and

WHEREAS, in exchange for the services offered by the Hub, the Participating Agencies have agreed to contribute to the cost of operating and maintaining the Hub, which cost is currently borne by the County; and

WHEREAS, City staff has, in consultation with staff and legal counsel of the other Participating Agencies, prepared a proposed intergovernmental agreement entitled the “2013 Intergovernmental Agreement Concerning Larimer County Juvenile Assessment Center aka the Hub and Juvenile Transport Services,” attached hereto as Exhibit A and incorporated herein by this reference (the “Agreement”); and

WHEREAS, the Agreement would require that the Participating Agencies share the costs of operating and maintaining the Hub; and

WHEREAS, the County will annually inform each Participating Agency of its share of such costs, and all contributions by the Participating Agencies will be subject to annual appropriation of the necessary funds; and

WHEREAS, the City Council has determined that the City’s participation in the Hub and the sharing of costs with the other Participating Agencies are in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby finds that it is in the best interests of the City to approve and adopt the Agreement.

Section 2. That the Mayor is hereby authorized and directed to execute the Agreement on behalf of the City in substantially the form shown on Exhibit "A," with such additional terms and conditions as the Mayor, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purpose of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 7th day of May A.D. 2013.

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Mayor

ATTEST:

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City Clerk

**2013 INTERGOVERNMENTAL AGREEMENT  
CONCERNING LARIMER COUNTY JUVENILE ASSESSMENT CENTER AKA THE  
HUB AND JUVENILE TRANSPORT SERVICES**

This agreement is made between the Board of County Commissioners of Larimer County, Colorado (County) and the City of Fort Collins (Fort Collins), City of Loveland (Loveland), the Town of Estes Park (Estes), the Town of Berthoud (Berthoud), the Colorado State University Police Department (CSU), the Colorado State Patrol and the Larimer County Sheriff's Office (Sheriff) referred to collectively hereafter as "Law Enforcement".

**I. RECITALS**

1. The County owns certain property located at 2555 Midpoint Drive, Suite F, Fort Collins, Colorado, which property is currently used and known as "The Hub".
2. The County has expended funds and will continue to expend funds for ongoing operational costs (including personnel) and maintenance of The Hub.
3. Staff of Larimer County Department of Human Services are located in The Hub, including dedicated Hub staff (intake specialists, social caseworker, office assistants and a Hub manager).
4. The purpose of The Hub is:

To function as a coordinated multi-agency program which contributes to the safety of youth, families, and the community through rapid, thorough assessment; early intervention; and improved access to appropriate services.

The Hub is designed to screen service needs of families with children and youth aged birth to 18 who are in need of services due to:

- Abuse and neglect
- Delinquency
- High risk behaviors that are non-detainable or beyond the control of parent(s)
- Parent – child conflict
- Drug and alcohol abuse
- Runaway youth

Services include:

- Detention screening and related services such as fingerprinting and detention screen photos
- EHM hookups 24/7
- EHM monitoring during afterhours, on weekends, and over holidays
- Adult protection screening
- Comprehensive assessment of at-risk children and youth
- On-site services may include individual and family counseling and multi-disciplinary staffing
- Referral to appropriate agency and community services

5. Juveniles brought to The Hub by Law Enforcement, including juveniles from the unincorporated areas of Larimer County, receive screening services through The Hub, which services benefit Law Enforcement and promote the welfare and safety of the citizens in their jurisdictions.
6. In exchange for services received by Law Enforcement through The Hub, the parties have agreed that it is appropriate and fair that Law Enforcement contribute to the County's cost for operation and maintenance of The Hub and for the cost of their share of juvenile transports.
7. Part 2 of Article 1 of Title 29, C.R.S., authorizes local government to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including sharing of costs.
8. The parties desire to cooperate and contract with one another concerning the operating and maintenance of The Hub and transportation of at-risk juveniles and juveniles in custody of Law Enforcement, and the sharing of the costs for the same, as set forth in this Agreement.

## II. TERMS

In consideration of the mutual covenants, promises and obligations contained herein, the parties agree as follows:

### 9. County Operation of The Hub

The County agrees to operate The Hub for the purposes set forth in Paragraph 4, above, at 2555 Midpoint Drive, Suite F, Fort Collins, Colorado, during the term of this Agreement. The Hub will be open and available for Law Enforcement to bring juveniles in custody, alleged juvenile offenders, or at-risk youth in need of services. The Hub will be open to Law Enforcement and staffed by qualified intake specialists twenty-four hours per day, seven days a week, throughout each calendar year. In the event of severe inclement weather or other emergency, the County may not be able to provide services; if a decision is made that Hub staff cannot provide any services or must restrict services, Hub staff will notify Law Enforcement.

### 10. Operating Costs

- A. For each calendar year, each Law Enforcement entity shall pay its contribution to the Larimer County Department of Human Services in one lump sum on or before June 30th each year for The Hub estimated operating expenses for that year. The County will bill Law Enforcement no later than March 31 each year. The respective contribution of the costs for each Law Enforcement entity shall be determined based upon the prior calendar year's referral data. The contribution will equal The Hub's estimated operating expenses for the current year multiplied by the number of referrals each Law Enforcement entity made to The Hub divided by the total number of participating Law Enforcement referrals The Hub received.

- B. The operating costs of The Hub that shall be shared on a pro-rata basis by Law Enforcement shall include, but are not limited to, such expenses as office supplies; food supplies (for the children and youth); staff background checks and notary; stand-by security; staff travel and training; equipment; charges for space, utilities, repair and maintenance, including alterations, and janitorial; telephone and Internet, copier and printing, postage, and computer. No costs for any Hub personnel shall be considered part of The Hub operating costs for the purposes of this agreement.
- C. The County shall provide to Law Enforcement an estimated budget for The Hub operating costs no later than June 30 of each year for the following calendar year. That budget will be **finalized** in February of the following year based on actual costs for the prior year and estimated costs for the new calendar year. The final budget shall be provided to Law Enforcement within 15 days of its completion along with an invoice, but in any case, no later than February 28.
- D. In the event that a Law Enforcement entity questions or disputes the amount of their contribution or the appropriateness of the expenses budgeted, that party shall notify the County in writing within ten days of receipt of the budget information. Upon receipt of the questions or dispute, the County shall either provide a correct contribution amount within 30 days or schedule a meeting with the party within 15 days to discuss and resolve the questions or dispute.
- E. Due to requests by Law Enforcement for their budget planning purposes to have fixed operating costs for any specific calendar year, the parties agree that no adjustment will be made to the amounts due once Law Enforcement has been billed.

## 11. Transport Services

Juveniles screened by The Hub at the request of Law Enforcement who require secure detention shall be transported to a detention or secure facility by Larimer County Department of Community Corrections (“Community Corrections”) personnel. Juveniles may also be transported to other facilities to receive services, such as Poudre Valley Hospital or Mountain Crest, when determined by HUB staff to be in the best interest of the juvenile. In the event of severe inclement weather or other emergency, the County may not be able to provide transportation services; if a decision is made that Community Corrections staff cannot provide transportation services, Hub staff will notify all Law Enforcement agencies. If Community Corrections personnel provide transport, the Law Enforcement entity that requested the screening shall pay to Larimer County Community Corrections a transport fee for each trip; said rate to be assessed in the manner set forth in paragraph 12 below. Juveniles will also be transported by Community Corrections personnel from detention facilities to their first and subsequent court appearances. The Law Enforcement entity shall not be liable for damage or injury resulting from or associated with the transportation of any such juvenile or welfare or treatment of any such juveniles during the course of said transportation; provided, however, that Community Corrections shall not be liable for damage or injury resulting from the negligent acts or omissions of any person or entity other than Community Corrections. Any such transportation services shall be provided in accordance with all applicable laws. One trip is generally defined as a one-way transport. A transport is transportation provided for one juvenile either to detention or to another designated location.

## 12. Transport Fees

Transport fees will be assessed based on each eligible trip provided for a juvenile. The fees to be charged for each trip will depend on the costs incurred by Community Corrections. Community Corrections agrees to notify each Law Enforcement entity of the number of juveniles transported each month on their behalf. The cost per trip (i.e. the rate structure for transports) will initially be set as indicated on the transport fee schedule listed below and will be effective for transports made starting January 1, 2013. Community Corrections will bill each Law Enforcement entity monthly for transports made during the preceding month and will include the dates of transports, destinations, and juveniles' names (and birth-dates where possible). Each year no later than June 30, the County will communicate in writing to Law Enforcement the transportation rates that will be effective for the next calendar year, which transportation rates will be based on Community Corrections actual costs of the current year and the projected costs of the next year.

### Standard Transport Fee Schedule for Calendar Year 2013.

Law Enforcement Entity	Emergency Transport	1 <sup>st</sup> Court Return
Fort Collins PS, Loveland PD, Berthoud PD	\$464	Included
Colo. State Patrol, Estes PD, Colo. State Univ.	\$464 unless LE does transport	\$126 if LE performs the emergency transport, otherwise included

Fees are based on each juvenile transported. Special rates apply for emergency transports of more than one juvenile in the same vehicle at the same time for the same Law Enforcement agency: \$338 for 1<sup>st</sup> juvenile, \$100 for each additional juvenile and \$126 for each 1<sup>st</sup> court return; for example for 2 juveniles transported at the same time for the same Law Enforcement agency the total fee would be \$690 instead of \$928.

## 13. Effective Date

This Agreement will be effective January 1, 2013 and shall continue for one (1) year until December 31, 2013, unless terminated as provided for in paragraph 14 or 20, or amended as provided for in paragraph 22. This agreement automatically renews each year until December 31, 2017 unless modified by the parties in writing or earlier terminated pursuant to Paragraph 14.

## 14. Termination

Any party may terminate their participation in this agreement for any reason by providing written notice to all other parties at least sixty (60) days prior to January 1<sup>st</sup> of each year.

## 15. Records

The County shall keep for a period of no less than three (3) years records sufficient to accurately document operating costs for The Hub, payments received from Law Enforcement, total number of youth served, number of youth served on behalf of each party, number of youth transported on behalf of each party, date of transport and return, and place to which transported. The County shall allow any of the parties to inspect and/or copy such records upon reasonable notice.

## 16. Notices

All notices should be sent to the parties and addresses below:

To Larimer County:  
The Hub – CYF Division  
Angela Mead  
2555 Midpoint Drive, Suite F  
Fort Collins, CO 80525

To Larimer County:  
Community Corrections  
Joseph Ferrando  
2255 Midpoint Drive  
Fort Collins, CO 80525

To Fort Collins:  
City Manager- Darin Atteberry  
P.O. Box 580  
Fort Collins, CO 80522-0580

To Fort Collins:  
Chief of Police John Hutto  
P.O. Box 580  
Fort Collins, CO 80522-0580

To Loveland:  
City Manager-Bill Cahill  
500 East Third Street Suite 300  
Loveland, CO 80537

To Loveland:  
Chief of Police Luke Hecker  
810 E 10<sup>th</sup> St, Suite 100  
Loveland, CO 80537

To Berthoud:  
Chief of Police-Chief Glenn Johnson  
328 Massachusetts Avenue  
P.O. Box 1229  
Berthoud, CO 80513

To Larimer County Sheriff:  
Sheriff Justin Smith  
2501 Midpoint Drive  
Fort Collins, CO 80525

To Estes Park:  
Chief Wes Kufeld  
170 McGregor Ave  
P.O. Box 1287  
Town of Estes Park Police Department  
Estes Park, CO 80517



To Colorado State University:  
Chief Wendy Rich-Goldschmidt  
Colorado State University Police Department  
Fort Collins, CO 80525-6023

To Colorado State Patrol:  
Captain Rob Marone  
Colorado State Patrol  
3832 S. I-25  
Fort Collins, CO 80525

#### 17. Default

If a party fails or refused to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party is declared to be in default and given written notice, such defaulting party shall be allowed a period of ten days after the written notice within which to cure said default. In the event the default remains uncorrected, the party declaring default may seek damages or avail itself of any other remedy at law or equity.

#### 18. Assignment/No Third Party Beneficiaries

No party shall assign, transfer or otherwise convey any of its interest, rights or obligations in this Agreement without the written consent of the other parties. This agreement is made for the sole and exclusive benefit of the parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

#### 19. Governing Law and Governmental Immunity

This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado. No term or condition in this agreement shall be deemed a waiver of any provision of the Colorado Governmental Immunity Act for any party.

#### 20. Annual Appropriation

The parties acknowledge that the operation of The Hub by the County and the obligation of Law Enforcement to contribute to operating costs and pay transport fees are subject to each party's annual budgeting and appropriation of funds to operate The Hub and provide or pay for transport. The County may discontinue such services and terminate this Agreement if it does not have sufficient funds. If the Law Enforcement parties do not budget and appropriate sufficient funds to contribute to operating costs and transport fees, this Agreement will terminate as to that entity. Upon such termination, the County shall be paid for services rendered to such entity prior to the date of termination, and shall have no obligation to further provide services to that entity's youth.

## 21. Severability

All portions of this Agreement are severable. If one or more portions of this Agreement are found to be unlawful, against public policy or unenforceable, the remaining portions of this Agreement shall be unaffected and remain in full force and effect.

## 22. Amendment

This Agreement may be amended upon agreement of the parties, provided such amendment is in writing and signed by all parties or the parties to which the amendment applies.

## 23. Entire Agreement

This Agreement states the entire agreement of the parties and all prior oral or written representations or agreements between the parties are merged into and superseded by the express terms of this Agreement.

The rest of this page is left blank on purpose.

24. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

Approved as to Form:

\_\_\_\_\_  
Senior County Attorney

**For Larimer County**

By: \_\_\_\_\_  
Linda Hoffmann, County Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ginny Riley, Director  
Department of Human Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Ferrando, Director  
Community Corrections

Date: \_\_\_\_\_

25. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

Approved as to Form:

\_\_\_\_\_  
City Attorney's Office

**The City of Fort Collins, Colorado**  
A Municipal Corporation

By: \_\_\_\_\_  
Darin Atteberry, City Manager

Date: \_\_\_\_\_

26. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

Approved as to Form:

\_\_\_\_\_  
City Attorney's Office

**The City of Loveland, Colorado**  
A Municipal Corporation

By: \_\_\_\_\_  
William Cahill, City Manager

Date: \_\_\_\_\_

27. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

**The Town of Estes Park**

Approved as to Form:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

28. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

**Colorado State University, Colorado**

Approved as to Form:

\_\_\_\_\_  
Colorado State University Official

By: \_\_\_\_\_

Date: \_\_\_\_\_

29. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

**Larimer County Sheriff, Colorado**

By: \_\_\_\_\_

Date: \_\_\_\_\_



30. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

**Colorado State Patrol**

Approved as to Form:

\_\_\_\_\_  
Colorado State Patrol Official

By: \_\_\_\_\_

Date: \_\_\_\_\_

31. Counterpart Signatures

The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the parties' duly authorized representatives as set forth below.

**The Town of Berthoud, Colorado**

By: \_\_\_\_\_

Date: \_\_\_\_\_

COLORADO STATE UNIVERSITY ADDENDUM TO

2013 INTERGOVERNMENTAL AGREEMENT

CONCERNING LARIMER COUNTY JUVENILE ASSESSMENT CENTER AKA THE HUB  
AND JUVENILE TRANSPORT SERVICES

THIS ADDENDUM concerning the above-titled Intergovernmental Agreement (“the Agreement”) is entered into by and between the Parties named in the Agreement, effective as of the date that Colorado State University Police Department, acting by its authorized representatives, executes the Agreement.

1. Payment pursuant to this contract shall be made as earned, in whole or in part, from available state funds in an amount not to exceed the amount of funds available for each fiscal year this contract is in effect. The funds that are available for each fiscal year may be used to pay multiple contractors for the services that are described in this contract. The liability of the State, at any time, for such payments shall be limited to the unexpended amount remaining of such funds.
2. The Colorado Special Provisions are required to be incorporated into and made a part of every fiscal contract of the State of Colorado and its agencies and institutions of higher education, and are hereby so incorporated as set forth below. In the event of any conflict between anything contained in the Agreement, and anything contained in the Special Provisions, the Special Provisions shall always control the fiscal obligations of Colorado State University.

**SPECIAL PROVISIONS**

The Special Provisions apply to all contracts except where noted in italics.

1. **CONTROLLER’S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-1.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract.