

INTERGOVERNMENTAL AGREEMENT
REGARDING USE OF ALTERNATIVE SENTENCING SERVICES

THIS AGREEMENT is dated this ____ day of _____, 2024 (“Effective Date”) by and between Larimer County, Colorado, a political subdivision of the State of Colorado, through its Alternative Sentencing Department (“ASD”), and the City of Fort Collins, a Municipal Corporation (the “City”), through its Municipal Court (the “Court”).

A. Background and Purpose:

This Agreement is for the purpose of providing the Court with the option of sentencing Court clients to the residential housing programs offered by the ASD: the Residential Work Release Program, the Intermittent Midweek or Weekender Program or Useful Public Service (collectively the “Programs”).

B. Term:

This Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2029, or until otherwise modified or terminated as provided herein or by mutual written agreement of the parties. This Agreement shall be automatically renewed for 5 (five) successive calendar years unless either party provides written notice of its intent to not renew to the other party not less than 30 days from the end of the calendar year term. This Agreement replaces the prior agreement between the parties dated June 5, 2018, which shall be terminated as of the Effective Date.

C. Responsibilities of the City and Court:

1. For the duration of this Agreement, the City shall reimburse ASD for the cost of care of clients for the program ordered by the court; Work Release - \$20 per client, per day to include 3 meals per day and for the Workender/Midweek Program - \$25 a weekend or midweek (2 days, 1 overnight) to include 2 meals per day. The City shall pay a one-time fee per case of \$120 for those ordered to the Useful Public Service Program. Such fee is the current estimated amount that will cover the cost for care for one client, per day, which includes meals each day and the other services described below.
2. Such amount in subsection 1 may be increased or decreased on January 1st of each year that this Agreement is in effect to match the increase or decrease in ASD daily cost of care rates, if any, as approved by the Larimer County Commissioners for the ASD. The Court will be given notice of the increase or decrease at the earliest possible time, but in any event, not less than 60 days prior to the date on which such change is to become effective. The Court shall provide written notice of acceptance or rejection of such change in the cost of care to ASD within 30 days of receipt of such notice. If the Court rejects the proposed change, then this Agreement shall be terminated effective January 1st of the new year.
3. For each referred case or client, the Court shall submit to ASD a signed Jail Order with the details of the referral, the Program to which the client is sentenced, and a stay of execution date included.
4. All clients sentenced to the Programs will be informed by the Court of the required

attendance at a Program orientation at ASD that must be completed within 14 days of sentencing. This shall be done through a narrative on the Jail Order and the use of an ASD information sheet.

5. The City will pay for urine analysis ("UA") drug testing for all clients ordered to undergo substance monitoring by the Court and as a requirement for Work Release. The fee for each UA is \$15. The ASD will maintain the reports as confidential and report the results of any UAs to the Court as soon as practical after the result becomes known.
6. The City will make payment within 30 days of receipt of the billing described in subsection D.2., below.

D. Responsibilities of ASD:

1. ASD shall be responsible for the board and housing of referred municipal clients according to currently established ASD program policies and procedures. Such clients will be subject to all ASD's policies and procedures and all other applicable laws and regulations. ASD will provide recommendations for placement at approved agencies for Useful Public Service and will verify completion of hours.
2. ASD will provide monthly billing to the Court for all clients sentenced to ASD by the 15th day of the month following the billing month. The billing will contain an itemization of the basis for the fees, listing the name and Court case number of the client, the days actually served in the Programs, and the dates of any UAs.
3. Any client found in violation of any ASD policy may be subject to removal from the Program by ASD and required to complete the remainder of his or her sentence at the Larimer County Jail. A client removed from the Program and placed in the Jail will be subject to Jail policies and procedures. ASD shall notify the Court via Court-provided telephone number and/or email of the removal of a client from the Program within one business day of the removal so that the Court may consider any modification of its Jail Order.
4. ASD shall provide orientation, day-to-day direct supervision, instruction, and supportive services to all clients.

E. Miscellaneous Terms & Conditions:

1. Termination. This Agreement may be terminated by either party, without cause, during any term so long as the other party is provided written notice of such termination not less than 90 days prior to the termination date. If a party fails to provide written notice of its desire to terminate this Agreement, the Agreement shall continue to be effective and binding on both parties during the remainder of the term, subject to the automatic renewal provisions above.
2. Default; Termination for Cause. If either party is in default under any provision of this Agreement, the party complaining of said default shall provide written notice thereof to the defaulting party. The party in default shall have 30 days in which to remedy said default. If the default complained of is not remedied, the party complaining of such default may terminate this Agreement immediately and/or avail itself of any other remedy available at law or in equity.

3. Applicable Law. This Agreement shall be governed by Colorado law.
4. Modifications. Any modification to this Agreement shall not be effective unless it is made in writing and signed by the authorized representatives for both parties.
5. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a party to this Agreement including any agents, employees, officers, or volunteers of any party or any entity with whom either party contracts.
6. Notice. For the purpose of providing notice pursuant to this Agreement, notice shall be deemed served on either party when deposited, postage prepaid, in the United States mail and forwarded to the following address of the parties hereto:

ASD: Larimer County Alternative Sentencing
2307 Midpoint Drive
Fort Collins, CO 80525

Court Administrator
Fort Collins Municipal Court
PO Box 580
Fort Collins, CO 80522-0580

With a copy of any notice concerning the validity or enforcement of the Agreement, or any dispute arising hereunder, also provided to:

ASD: Larimer County Alternative Sentencing
Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, CO 80522-1606

City Attorney
Fort Collins City Attorney's Office
PO Box 580
Fort Collins, CO 80522-0580

7. Each Party Responsible for Its Own Acts. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. The parties, as agencies and/or political subdivisions of the State of Colorado, have rights and protections arising under the provisions of the Colorado Governmental Immunity Act (C.R.S. secs. 24-10-101, *et seq.*). Nothing in this Agreement shall be construed as a waiver of the protections of said Act or any laws relating to governmental immunity.
8. Relationship of Parties. The parties enter into this Agreement as separate independent governmental entities and maintain such status throughout. This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another.
9. No Assignment. Neither party shall assign this Agreement, any interest, or any part thereof or any right or privilege pertinent thereof, without the prior written consent of the other.
10. Entire Agreement. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
11. Severability. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

12. Bribery and Corrupt Influences. The signatories hereto aver that they are familiar with Section 18-6-301, C.R.S. (Bribery and Corrupt Influences) and Section 18-8-401, C.R.S. (Abuse of Public Office), and that no violation of such provisions is present.
13. Conflict of Interest. The signatories aver that, to their knowledge, no employee has a personal or beneficial interest whatsoever in the service or property described herein.
14. Non-discrimination. The parties agree to comply with the Colorado Antidiscrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, C.R.S., as amended), and as required by Executive Order, Equal Opportunity, and Affirmative Action, dated April 16, 1975, as amended.
15. Appropriations. All financial obligations of the parties to this Agreement are subject to budgeting and appropriation of such funds by the governing body of each party each year. This Agreement shall not be construed to create a multiple fiscal year debt or other financial obligation.

Signature Page to Follow.

EXHIBIT A TO RESOLUTION 2024-118

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

LARIMER COUNTY, COLORADO

CITY OF FORT COLLINS, COLORADO

By: Emily A. Humphrey
Emily A. Humphrey
Director, Community Justice Alternatives

By: _____
Kelly A. DiMartino
City Manager, City of Fort Collins

Approved as to Form:

By: Christine M. Luckasen June 25, 2024
Christine M. Luckasen
Assistant County Attorney

By: _____
Jill Hueser
Chief Judge, Fort Collins Municipal Court

Approved as to Form

By: _____
Carrie M. Daggett
Fort Collins City Attorney