

## INTERGOVERNMENTAL AGREEMENT

Concerning the referral of offenders from the 23<sup>rd</sup> Judicial District (Douglas County, Lincoln County, and Elbert County) to the Community Corrections facilities contracting with the Arapahoe County Community Corrections Board.

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “IGA”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Douglas, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Douglas County, Colorado, with the principal office located at 100 3<sup>rd</sup> Street, Castle Rock, CO 80104 (hereinafter “Douglas”), the County of Lincoln, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Lincoln County, Colorado, with its principal office located at 103 3<sup>rd</sup> Avenue, Hugo, Colorado 80821 (hereinafter “Lincoln”), the County of Elbert, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Elbert County, Colorado, with its principal office located at 215 Comanche St., Kiowa, CO 80117 (hereinafter “Elbert”), and the County of Arapahoe, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Arapahoe County, Colorado, with the principal office located at 5334 Prince St., Littleton, CO 80120 (hereinafter “Arapahoe”). Douglas, Lincoln, Elbert and Arapahoe are referred to individually as a “Party” and collectively as the “Parties.” Additionally, Douglas, Lincoln, Elbert are referred to collectively as the 23<sup>rd</sup> Judicial District.

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. § 29-1-203 et seq. to Contract with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, Arapahoe County currently comprises the 18<sup>th</sup> Judicial District and the Arapahoe County Community Corrections Board determines placement at the Community Corrections facilities contracting with the Arapahoe County Community Corrections Board;

WHEREAS, Colorado House Bill 20-1026 created the 23<sup>rd</sup> Judicial District which is comprised of Douglas, Lincoln and Elbert Counties;

WHEREAS, the Parties desire to enter into an intergovernmental agreement whereby the 23<sup>rd</sup> Judicial District may refer certain clients to reside in or receive services from the Community Corrections facilities in Arapahoe County, understanding that pursuant to C.R.S. § 17-27-103, the approval or denial of clients to these facilities is governed by the Arapahoe County Community Corrections Board;

NOW, THEREFORE, IT IS AGREED by the Parties as follows:

1. Arapahoe County will allow diversion, residential, and non-residential community corrections placement of offenders referred by the 23<sup>rd</sup> Judicial District for a period of one (1) year from the date of execution by all parties, provided the offenders are accepted by the Arapahoe County Community Corrections Board (ACCCB) and by the community

corrections program(s) contracted with Arapahoe County to provide supervision and services. The agreement may be renewed for one (1) additional year.

2. All community corrections referrals submitted to the ACCCB shall include the Pre-Sentence Investigation Report (PSIR); Level of Supervision Inventory (LSI) score; a copy of the arrest affidavit; the probation revocation complaint if applicable; a copy of the victim impact statement(s) if applicable; a fully completed Arapahoe Diversion Summary Sheet; a fully completed Arapahoe Community Corrections Diversion Tool; and a letter confirming the offender was approved by the 23<sup>rd</sup> Judicial District Community Corrections Board, and confirming the 23<sup>rd</sup> Judicial District will pay for the offender's placement. The 23<sup>rd</sup> Judicial District Community Corrections Board shall be responsible for gathering the above listed documents and completing the Summary Sheet and Diversion Tool.
3. The ACCCB shall notify the 23<sup>rd</sup> Judicial District of whether an offender is approved for placement in a timely manner.
4. The 23<sup>rd</sup> Judicial District shall pay for the placement of offenders sentenced to community corrections by the 23<sup>rd</sup> Judicial District and placed in Arapahoe County residential and non-residential programs, except for offenders who also have community corrections sentences in the 18<sup>th</sup> Judicial District. Payment for the placement of offenders shall be made directly to the community correction program(s) providing services.
5. No offender from the 23<sup>rd</sup> Judicial District shall be placed without prior approval of the ACCCB.
6. Offenders from the 23<sup>rd</sup> Judicial District placed in an Arapahoe County community corrections program prior to the termination of this IGA may remain in the program until program completion.
7. The 23<sup>rd</sup> Judicial District Community Corrections Board ("23<sup>rd</sup> Judicial District CCCB") shall compensate the ACCCB on an annual basis for staff time associated with (a) processing referrals from the 23<sup>rd</sup> Judicial District and (b) conducting community corrections program audits. For the first year of this Intergovernmental Agreement (IGA), compensation shall be calculated as follows:
  - Referral processing at an hourly rate of \$46.00 for an estimated 50 hours, totaling \$2,300.00; and
  - Program auditing at an hourly rate of \$58.00 for an estimated 58 hours, totaling \$3,364.00.

If the IGA is renewed for an additional year, hourly rates and estimated hours for the second year of the IGA shall be reviewed and mutually agreed upon by the parties at the conclusion of the first year of the IGA.

8. Negotiations for any subsequent IGA concerning the referral of offenders from the 23<sup>rd</sup> Judicial District to the Community Corrections facilities contracting with Arapahoe shall include an update to Arapahoe regarding the 23<sup>rd</sup> Judicial District's intent to and progress toward establishing a community corrections program(s) within its district.
9. Notices to be provided under this IGA shall be given in writing and either delivered by hand or deposited in the U. S. mail with sufficient postage to the following addressees:

To Douglas County

Douglas County  
Attn: Scott Matson, Director, CJS  
100 3<sup>rd</sup> Street  
Castle Rock, CO 80104

To Lincoln County

Lincoln County  
Attn: \_\_\_\_\_, Title  
103 3<sup>rd</sup> Avenue  
Hugo, Colorado 80821

To Elbert County

Elbert County  
Attn: \_\_\_\_\_, Title  
215 Comanche St.  
Kiowa, CO 80117

To Arapahoe County

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

10. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.

11. The rights and remedies of the Parties as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
12. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other Parties.
13. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Parties.
14. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
15. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.
16. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
17. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
18. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning Party.
19. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO**

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

Abe Laydon, Chair

**Attest:**

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

Name: \_\_\_\_\_

Deputy Clerk to the Board

**Approved as to Fiscal Content:**

\_\_\_\_\_

Christie Guthrie, Director of Finance

**Approved as to Legal Form:**

\_\_\_\_\_

Andrew Steers, Deputy County Attorney

**Approved as to Content:**

\_\_\_\_\_

Douglas J. Debord, County Manager

**LINCOLN COUNTY**

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

**ELBERT COUNTY**

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

**ARAPAHOE COUNTY**

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

**Chair, Board of County Commissioners**