

**AMENDED AND RESTATED 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, THE CITY OF CASTLE PINES 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 1st day of May, 2025, 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 regarding 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, 2025. This Agreement shall renew automatically on December 31<sup>st</sup> of each year for additional one-year terms unless earlier terminated by the withdrawal of any Party as provided in this Section 2, and subject to annual appropriation of funds by all Parties hereto. Any Party to this Agreement may withdraw by giving written notice thereof to the other Parties at least ninety (90) days prior to end of the then current term. 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, no later than December 31 of the current year’s term, or this Agreement will automatically terminate at the end of the then current term.

**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 County shall be responsible for hiring a Youth Services Program Manager who shall 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 the supervision and review by the Deputy County Manager with input from the Program Advisory Board.

**Section 5. Cost Sharing.** The Parties agree to provide the following funding of the Program for the 2025 term and each term thereafter:

- A. Beginning January 1, 2025, the basic yearly cost of implementing and operating the Program is \$301,500. The Parties shall pay to the County the following amounts (“Annual Contribution”) for each term of the Agreement:

Annual Contribution:

Douglas County School District Re-1:	\$35,750
Douglas County:	\$35,750
Douglas County Libraries	\$25,000
Town of Castle Rock:	\$25,000
Town of Parker:	\$25,000
City of Lone Tree:	\$25,000
Highlands Ranch Metro District	\$25,000
City of Castle Pines	\$25,000

- B. The following Parties have agreed to pay or be responsible for a supplemental Annual Contribution in the following amounts.:

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

\*Parties have agreed to provide additional funding

- C. Douglas County shall be the recipient of the Annual Contribution and supplemental Annual Contribution as Douglas County will be the Party responsible for hiring the Youth Services Program Manager and funding the continued implementation of the Program. The County shall expend the Annual Contribution funds for costs directly associated with Youth Services Program Manager and continued implementation of the Program.

Payments: The Parties shall pay the Annual Contribution as follows:

- During the initial term, as a one-time payment in the full amount due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later; and during renewal terms by January 31<sup>st</sup> of the renewal term;

OR;

- During the initial term, as two payments, with one half (1/2) due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later and remaining one half (1/2) due by July 1 of the then-current term; and during renewal terms as two payments due one-half (1/2) by January 31<sup>st</sup> and one-half (1/2) by July 1 of the renewal term.

Payments shall be made by check payable to Douglas County, or as directed by Douglas County.

#### **Section 6. Responsibilities of the Parties.**

- A. The Parties have created an Advisory Board that shall be made up of one representative from each participating Party. 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 governing bodies.
  - (iv) Participate in the annual evaluation of the Program.
  - (v) Meet as necessary to make recommendations as requested by the Youth Services Program Manager
- B. The Parties shall be responsible for the following:
- (i) Participate in the implementation and operation of the Program.
  - (ii) Provide a regular liaison to serve on the Advisory Board and participate in the meetings of the Advisory Board.
  - (iii) Participate in the annual evaluation of the Program.
- C. Douglas County Responsibilities. The responsibility for providing office space and basic office supplies for the Youth Services Program Manager shall be



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  
7437 Village Square Drive, Suite 200  
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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

Arielle Denis, Assistant County Attorney

APPROVED AS TO FINANCIAL CONSIDERATIONS:

\_\_\_\_\_

Andrew Copland, Director of Finance for Douglas County

**Douglas County School District RE-1**

By: \_\_\_\_\_  
Christy Williams, President  
Board of Education for Douglas County School District

ATTEST:

\_\_\_\_\_  
Becky Myers, Board Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Mary Kay Klimesh, Board Legal Counsel

**Town of Parker**

By: \_\_\_\_\_  
Joshua Rivero, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Jamie Wynn, Town Attorney

**City of Lone Tree**

By: \_\_\_\_\_  
Marissa Harmon, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Leyva, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Linda Michow, City Attorney

**Town of Castle Rock**

By: \_\_\_\_\_  
Jason Gray, Mayor

Attest:

\_\_\_\_\_  
Lisa Anderson, Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Michael Hyman, Town Attorney

**Douglas County Libraries**

By: \_\_\_\_\_  
Terry Nolan, Board President

ATTEST:

\_\_\_\_\_  
Secretary, Suzanne Burkholder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

**Highlands Ranch Metro District**

By: \_\_\_\_\_  
Stephanie Stanley, General Manager

ATTEST:

\_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

**City of Castle Pines**

  
By: Tracy Engerman (Mar 20, 2025 13:07 MDT)  
Tracy Engerman, Mayor

ATTEST:  


Tobi Duffey, MMC, City Clerk

APPROVED AS TO LEGAL FORM:

  
Linda Michow, City Attorney

## **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
- Governance 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

# 2025-03-10 Amended and Restated IGA with Douglas County for Douglas County Youth Initiative Program

Final Audit Report

2025-03-20

Created:	2025-03-10
By:	Tobi Duffey (tobi@castlepinesco.gov)
Status:	Signed
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-  Document created by Tobi Duffey (tobi@castlepinesco.gov)  
2025-03-10 - 5:05:23 PM GMT
-  Document emailed to Linda Michow (linda@mcm-legal.com) for signature  
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-  Document e-signed by Linda Michow (linda@mcm-legal.com)  
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 Agreement completed.

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