

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE CITY OF LITTLETON FOR RESTORATIVE JUSTICE SERVICES.

This Intergovernmental Agreement (hereinafter referred to as the “Agreement”) is entered into effective as of this ____ day of _____, 2025 by and between the City of Englewood , Colorado located at 1000 Englewood Parkway, Englewood, CO 80110 (hereinafter referred to as “Englewood ”) and the City of Littleton, Colorado located at 2069 W. Littleton Blvd. Littleton, CO 80210 (hereinafter referred to as “Littleton ”) and collectively referred to as “the Parties.”

Recitals:

WHEREAS, the municipal courts of Englewood (hereinafter referred to as “Englewood Court” or “EMC”) and Littleton (hereinafter referred to as “Littleton Court” or “LMC”) wish to collaborate in the implementation and management of restorative justice services to serve their respective communities more effectively; and

WHEREAS, restorative justice (“RJ”) practices are recognized as beneficial for community healing, offender accountability, and victim support; and

WHEREAS, both Courts recognize the value of intergovernmental cooperation to enhance the administration of justice.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

The recitals set forth above are incorporated into this Agreement and shall be deemed to be terms and provisions of this Agreement, to the same extent as if fully set forth in this section.

1. OBJECTIVE

The primary objective of this Agreement is to establish a collaborative framework to provide restorative justice services, including case management, volunteer and employee training, and other restorative practices such as restorative conferencing and facilitation.

The services under this Agreement shall be available to individuals as determined appropriate by the Parties, in accordance with the established criteria for restorative justice eligibility.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

The Parties intend on working together to provide restorative justice case coordination to the communities of Englewood and Littleton. Based on capacity, available resources, and community need, the Parties agree to engage in a payment-for-services model in which the EMC begins facilitating cases referred by the LMC as well as case coordination training that will allow the LMC to ultimately manage their own cases.

2.1. The Englewood Municipal Court agrees to:

- 2.1.1. Provide restorative justice case coordination for up to 3 cases per month on behalf of the LMC; and

- 2.1.2. Provide training for LMC staff, volunteer facilitators and community members as needed; and
- 2.1.3. Provide facilitation services to LMC in cases which LMC is leading case coordination; and
- 2.1.4. Provide a monthly invoice for services to LMC to be paid within 30 days of receipt.
- 2.2. **The Littleton Municipal Court** agrees to:
 - 2.2.1. Pay the EMC for case coordination, facilitation and training as established in Exhibit B within 30 days of receipt of invoice; and
 - 2.2.2. Shadow and learn from EMC case management with the intent of the LMC managing their own cases and paying the EMC for RJ facilitation.

3. SCOPE OF SERVICES

Case coordination follows a three-stage process detailed in Exhibit A including the estimated time commitment for each stage. All three stages must be met for each case that is recommended for restorative justice services.

- 3.1. **Stage One** includes orientation through the time at which the case is turned over to facilitators.
- 3.2. **Stage Two** includes monitoring progress on participant's Accountability Contract which is established as part of stage one.
- 3.3. **Stage Three** includes finalizing by closing the case or referring it back to traditional court if the contract was not satisfied.

4. ELIGIBILITY

The LMC's prosecutor ultimately determines appropriate cases that originate with the LMC to be referred, pending approval by the LMC if required. The EMC has established that the following case types or criminally-involved persons will **not** be eligible for referral to the RJ program:

- 4.1. Domestic violence cases
- 4.2. Traffic offenses and infractions
- 4.3. Individuals with current warrants within the State of Colorado

5. BILLING

A breakdown of cost estimates can be found in Exhibit B. Case coordination and other services are billed at the rates listed below and are evaluated annually:

- 5.1. Case coordination (completing all requirements in stages one, two, and three) is billed at a rate of \$90 per hour with case coordination varying from 3.5 to 6.5 hours.
- 5.2. Flat fee services (including one-off RJC facilitation, training, and support) are billed at a rate of \$110 per hour.
- 5.3. If needed, interpretation services will bill LMC directly.

6. CONFIDENTIALITY AND DATA SHARING

The Parties agree to maintain the confidentiality of all RJ participants and to share data only in accordance with applicable laws and regulations.

7. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall first be attempted to be resolved through good faith negotiation between the Parties before pursuing formal legal action.

8. TERM AND TERMINATION

8.1. **Term:** this agreement shall run for one pilot year, from the date of signature, to be evaluated at such time with the option to renew within 30 days from initial term expiration.

8.2. **Mutual Termination:** the Parties may agree in writing to mutually terminate this Agreement.

8.2.1. Should the Parties decide to terminate the agreement, notification of termination shall be provided 30 days prior to termination date.

8.2.2. Should the Parties mutually, or otherwise, terminate this agreement, all cases currently being managed by EMC will continue through completion and no new cases will be referred.

9. NOTICES

Notices pertaining to this Agreement shall be in writing and delivered to:

9.1. Court administrators, presiding judges, City attorney's offices, and RJ program manager

The effective date for any notice shall be the date of delivery of such notice (not the date of mailing) which may be affected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Each such notice shall be deemed to have been provided:

9.2. At the time it is actually received in the case of electronic mail or hand delivery;

9.3. Within one (1) day in the case of overnight delivery, courier, or services such as Federal Express with guaranteed next-day delivery; or

9.4. Within five (5) days after it is deposited in the U.S. Mail.

10. ADDITIONAL TERMS

10.1. **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 its terms, in any entity or person not a Party to this agreement.

10.2. **Amendments.** This Agreement shall be amended only by a written document approved by the governing bodies of all of the Parties; provided, however, that such agreement will not affect other outstanding financial obligations of the Parties unless

- provisions for full payment of such obligations, by escrow, or otherwise, has been made pursuant to such obligations.
- 10.3. Non-Appropriation. This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth hereinafter the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.
 - 10.4. Termination for Non-Appropriation. Notwithstanding any above-stated notice requirement, this Agreement is may be terminated for an individual Party's failure to appropriate. A Party shall give the other Parties written notice of such non-appropriation. Such withdrawal shall not impose a penalty against the Parties in the event of a failure to appropriate sufficient funds
 - 10.5. No Assignment. This Agreement may not be assigned by any Party.
 - 10.6. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstances of any court having competent jurisdiction, the remainder of this Agreement, and the application and effect of its terms, covenants, or conditions to such persons, corporations, or circumstances shall not be affected thereby.
 - 10.7. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Parties, their employees and volunteers, under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq., as may be amended.
 - 10.8. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County.
 - 10.9. Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.
 - 10.10. Execution. This Agreement may be executed in several counterparts, and by facsimile, or electronic pdf, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused to be executed in this Intergovernmental Agreement regarding restorative justice services.

CITY OF ENGLEWOOD, COLORADO

By: _____
Kennetha Julian, Court Administrator

Date: _____

By: _____
Othoniel Sierra, Mayor

Date: _____

CITY OF LITTLETON, COLORADO

By: _____
Danielle Trujillo, Court Administrator

Date: _____

By: _____
Kyle Schlachter, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Reid Betzing, City Attorney

Date: _____

Exhibit A

RJ Case Coordination Task Stages

Stage 1: Orientation through turning over case to Facilitators; Timeframe: 1.75 hours to 3 hours

- Orientation/Intake conversation with Responsible Party
- Orientation/Intake conversations with Harmed Party (if applicable)
- Preparing and getting Participation Agreement fully signed
- Finding & Coordinating w/volunteer facilitators

Stage 2: Pre-Conference & Restorative Justice Conference facilitation

- RJ Facilitators hold pre-conference meetings with all involved parties: Responsible Party (& Support Person); Harmed Party (& Support Person), if participating; Police Officer; Community Members; any other participants
- RJ Facilitators hold the Restorative Justice conference with all involved parties

Stage 3: Monitoring progress on the Accountability Contract; Timeframe: 45 minutes to 2.5 hours

- Check-ins with Responsible Party/Parents on the Accountability Contract throughout the duration of the Contract period (approximately 3-5 months)

Stage 4: Closing the Case; Timeframe: 1 hour

- Successful completion close-out process for RJ case and follow-up with court
- Refer back close-out process for RJ case and follow-up with court

Total amount of case coordination time per case: 3.5 hours – 6.5 hours

Exhibit B

Case Coordination

Case coordination is billed at a rate of \$90 per hour with case coordination varying from 3.5 to 6.5 hours resulting in the following range:

- 1 case: \$315 - \$585
- 2 cases: \$630 - \$1,170
- 3 cases: \$945 - \$1,755
- 4 cases: \$1,260 - \$2,340
- 5 cases: \$1,575 - \$2,925

Flat Fee Services

Flat fee services are billed at a rate of \$110 per hour. Copies, snacks, beverages (water/coffee), transportation support, i.e. bus passes (as needed) included.

- 1.5 hour: Educating the public about the RJC program & prep = \$165
- 1.5 hour: Recruiting volunteers & prep = \$165
- 4-6 hours: Facilitating a RJC (with 1 staff person) = \$440
- 3 hours: Police In-Service training (2-hour training & prep) = \$330
- 5 hours: 4-hour Community Member training (up to 10 participants) & prep = \$550
- 28 hours: 20-hour Facilitator training (up to 12 participants) & prep = \$3,080
- As many hours as needed: RJ Program Staff training (case coordination, to recruit volunteers, etc.)

Invoices: Approximately \$700-\$800 per case (based on May-Sept 2024 cases)

-All invoices will include number of hours and rate billed and case number.