

AGREEMENT FOR SHARED VICTIM SERVICES UNIT

This **Intergovernmental Agreement for Shared Victim Services Unit** (“IGA”), is made and entered into as of the Effective Date by and between the City of Brighton, a Colorado municipal corporation with a principal place of business at 500 S. 4th Avenue, Brighton, Colorado 80601 (“Brighton”), and the City of Commerce City, a Colorado municipal corporation with a principal place of business at 7887 E. 60th Avenue, Commerce City, Colorado 80022 (“Commerce City”), referred to collectively as “Cities” or “Parties” and each individually as “City” or “Party.”

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so; and

WHEREAS, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 part III guarantee certain rights to victim of cases specified in CRS § 24-4.1.302; and

WHEREAS, the Cities operate police departments whose personnel have contact with victims of crime; and

WHEREAS, the Cities entered into an Intergovernmental Agreement in May of 2014 regarding a shared victim services unit and have worked collaboratively and successfully through the current Victim Services Unit to assist victims of crimes; and

WHEREAS, the existing intergovernmental agreement no longer accurately reflects the organization of the Victim Service Unit given the passage of time and the internal changes and structure within the Victim Services Unit; and

WHEREAS, the Cities wish to enter into an agreement to continue the facilitation and provision of critical and timely support to victims and witnesses of crime in Brighton and Commerce City through a joint Victim Services Unit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Cities agree as follows:

Article 1
Controlling Document

1.0 The effective date of this IGA shall be January 1, 2018 (“Effective Date”).

1.1 In executing and approving this IGA, the Cities terminate, as of the Effective Date, any and all previous agreements as to the subject matter herein, and specifically terminate that agreement identified as “INTERGOVERNMENTAL AGREEMENT SHARED VICTIM SERVICES UNIT BRIGHTON/COMMERCE CITY” by and between the City of Brighton and the City of Commerce City, dated May 27, 2014.

Article 2
Unit Establishment and Administration

2.0 The Cities, having previously established a Victim Services Unit (“Unit”), hereby establish the same to be a cooperative effort by and between Brighton and Commerce City to provide victim services as more specifically set forth in the Scope of Services (“Services”), attached as Exhibit A, and incorporated herein by reference.

2.1 The Unit shall provide the Services to the victims and witnesses of crimes that occur in Brighton and Commerce City, as required by the State of Colorado Victim Rights Act.

2.2 The Unit shall be administered by Brighton through its Victim Services Manager.

2.3 Each City, through its Chief of Police, shall designate a Unit liaison (“Unit Liaison”). The Unit Liaisons shall coordinate with each other regarding the victims’ services needs of each of the Cities to ensure that those needs are being adequately addressed. The Brighton Liaison will seek input from the Commerce City Liaison when assessing the Manager’s performance.

Article 3
Personnel and Training

3.0 As of the Effective Date, the Unit’s paid personnel are anticipated to consist of the following.

One (1) full time equivalent (“FTE”) Victim Services Manager.
Five (5) FTE Victim Advocate Specialists.

3.0.1 The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the Unit may vary depending upon the resources needed and resources available to the Unit and shall be determined at the reasonable discretion of the Victim Services Manager.

3.1 Victim Services Manager Responsibilities. The Victim Services Manager shall supervise all personnel within the Unit. This shall include determining staffing needs and levels,

the hiring and firing of personnel, conducting performance evaluations, assigning work, issuing and approving of work schedule and leave, and other duties normally associated with the supervision and management of personnel. The Victim Services Manager shall be responsible for completing all grant administration, invoicing, and reporting as may be required. The Victim Services Manager shall provide to the Unit Liaison of each City a report of the overall services provided by the Unit to each City on a quarterly basis, or as often as requested by a City.

3.2 Personnel Rules. All Unit personnel shall be employed directly by the City of Brighton. All Unit personnel shall be governed by and perform their duties in accordance with the personnel policies of Brighton and the Brighton Police Department.

3.2.1 Notwithstanding the foregoing, Unit Personnel shall comply with Commerce City Information Technology policies when using Commerce City information technology systems and equipment. Unit personnel accessing Commerce City Police Department facilities shall comply with all applicable Commerce City access policies including those which are or may be established to ensure compliance with CJIS.

3.3 Personnel Training. Brighton shall determine, with input from Commerce City, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel.

3.4 Personnel Status. The relationship between the Unit's employees and Commerce City shall be solely akin to that of an independent contractor and shall not be that of an employee, partner, or joint venture. Unit employees shall not be supervised by any official of Commerce City nor shall the Unit or its employees exercise supervision over any employee or official of Commerce City.

3.4.1 The Unit shall determine the means and methods of performing the Services and Commerce City shall have no right to do so, nor shall it have any right to provide instructions on how to perform the Services.

3.4.2. Notwithstanding the foregoing, Unit personnel shall give special consideration to victim services programs or initiatives in each jurisdiction and shall use reasonable efforts to accommodate these programs in the provision of Services.

3.4.3 Commerce City shall provide Unit employees with minimal training reasonably necessary to familiarize them with Commerce City's operations, facilities, equipment, personnel, and any other special program as may be applicable.

3.4.4 Nothing contained in this IGA, and no performance under this IGA by personnel of Commerce City shall in any respect alter or modify the employment status of a Unit employee. No employee, volunteer or agent of the Unit providing Services hereunder shall at any time be entitled to worker's compensation, benefits or salary, pay, entitlements, pension, training, internal discipline, certification, or rank from Commerce City.

3.5 Personnel Compensation. All Unit employees shall receive compensation, to the extent entitled, including but not limited to, all salary, wages, benefits, and reimbursements, directly from Brighton. Brighton shall be obligated to pay federal and state income tax, including unemployment insurance benefits, that may be applicable to Unit personnel.

Article 4
Funding, Equipment, and Budget

4.0 The Unit’s funding is subject to each City’s annual appropriation process.

4.1 Non-appropriation of Funds. Pursuant to law, this IGA is subject to adequate appropriation by each City in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain the financial obligations under the terms and conditions of this IGA, the Cities agree that the IGA shall immediately terminate.

4.2 Equipment. Each City shall provide designated office space, equipment, and supplies necessary for the Unit’s personnel to perform the Services when Unit personnel are working at that City’s facility.

4.3 Victim Assistance Law Enforcement (“VALE”) Program funds. Each City shall contribute funds received from VALE (“VALE Funds”) to the Unit to the extent such funds were identified for the Unit in the associated grant. The contribution of these funds shall be included when counting, determining, and assessing each City’s funding contribution. The Cities shall jointly apply for VALE funds throughout the term of this Agreement.

4.4 General Budget. The Unit’s annual budget (the “Budget”) shall provide for its employee’s salaries and wages (including overtime where applicable), the cost of employee benefits, operating supplies, dues and subscription fees, travel expenses, conference and educational costs. All financial and accounting services related to the Budget will be performed by Brighton. Each City shall have access to budget details upon request.

4.5 Allocation of Costs. The Unit is neither established to nor expected to generate any revenue. The costs of operation, as reflected in the budget, will be borne by the Cities according to the following formula. Each City shall contribute financially a percentage of the total approved Budget (after deducting any VALE Funds received) pursuant to the formula (“Formula”) set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\text{City Pop}}{\text{Cities Pop}} \times 100\right) + \left(\frac{\text{City VRA Cases}}{\text{Total VRA Cases}} \times 100\right) + \left(\frac{\text{City Unattended Death Cases}}{\text{Total Unattended Death Cases}} \times 100\right)}{3} = \text{City's Contribution}$$

4.5.2 Formula terms. The Formula terms are defined as follows:

City Pop = the City’s population according to the U.S. Census data of the most recent population estimate available at

www.census.gov at the time the Budget is submitted to the Cities pursuant to Article 4.7

- Cities Pop = the combined total population of both Cities
- VRA Case = Any crime included in the Victim Rights Act as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.
- City VRA Cases = number of VRA cases originating in the City’s jurisdiction
- Total VRA Cases = combined total number of VRA cases from both Cities
- City Unattended Death Cases = number of unattended death cases originating in the City’s jurisdiction
- Total Unattended Death Cases = combined total number of unattended death cases from both Cities
- City’s Contribution = the percentage of the Budget allocated to the City for contribution to the Unit

4.5.3 In applying the Formula, all decimals will be rounded to the nearest whole number.

4.6 Each City shall have the right to inspect the financial records of the Unit. Upon request from a City, the Victim Services Manager will provide full access to the Unit’s financial records, including revenues and expenditures.

4.7 Budget Approval Process. The Victim Services Manager shall provide to each City, in accordance with a timeline established by the respective Unit Liaison, the annual Budget for each City’s review and approval. Each City shall review the Budget and approve the same in its sole discretion through the means set forth in that City’s laws, ordinances, policies, and practices. No City shall be required to approve the Budget in whole or in part. A City, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

4.8 Allocation of Funds. Each City shall make payment of appropriated funds in a lump sum to Brighton in the first quarter of the fiscal year to which the funds are to be applied.

Article 5
Miscellaneous Provisions

5.0 Term. The Initial term of this IGA shall commence on the Effective Date and shall terminate on December 31, 2023 (the “Termination Date”). Upon expiration of the Initial Term, this IGA may be renewed in writing for three subsequent one (1) year terms upon written agreement by the Chiefs of Police of each City, to be executed annually for each additional one-year term.

5.1 Termination. Notwithstanding other terms of this IGA, either City may terminate its participation at any time upon thirty (30) days written notice to the other City in writing.

5.1.1 In the event this IGA is terminated, grant funds awarded each City and not otherwise legally obligated through the terms of the applicable underlying grant, shall be returned to the City to which the grant was awarded, to the extent feasible, in an amount proportional to the number of months remaining in the grant as a percentage of the total term of the grant in months. Such funds shall to be returned on the day the termination becomes effective.

5.1.2 In the event this IGA is terminated, Brighton shall return to Commerce City the funds allocated to the Unit by Commerce City in an amount equal to one twelfth (1/12th) of the total amount of funds contributed for each month remaining in the fiscal year for which the funds were contributed. Such funds are to be returned on the day the termination becomes effective.

5.2 Binding. This IGA shall be binding on the successors and assigns of each City.

5.3 This IGA, including any and all rights or obligations hereunder, is not assignable.

5.4 No Third Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right or cause of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this IGA shall be deemed any more than an incidental beneficiary only.

5.5 Severability. In the event that any part, term or provision of this IGA is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Cities shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.

5.6 Governing Law and Venue. This IGA shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Adams, Colorado.

5.7 Reservation of Immunity. This IGA 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 Cities and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this IGA.

5.8 Amendments. This IGA may only be amended or modified in writing and with the written consent of the Cities hereto.

5.9 Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

5.10 Entire Agreement. This IGA constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

CITY OF COMMERCE CITY

BY: _____
Sean Ford, Mayor

ATTEST:

By: _____
Laura J. Bauer, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BRIGHTON

BY: _____
Richard N. McLean, Mayor

Philip Rodriguez, City Manager

ATTEST:

By: _____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A

Scope of Services

The Unit shall provide services as set forth below:

1. Contact victims and witnesses of crime or personal tragedy which occur in Brighton or Commerce City, either in the immediate aftermath of the crime or tragedy, or on a follow-up basis;
2. Provide immediate crisis intervention and emotional support, as needed;
3. Advise victims and witnesses on their rights under Colorado law;
4. Advise victims and witnesses of the community services and resources available to them;
5. Assist victims and witnesses in regaining their emotional and physical well-being by means of intervention and advocacy;
6. Keep victims informed of the status of the underlying case; and
7. Recruit and train volunteers to ensure services are available 24-hours per day, 7 days per week.