

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”), and City of Fort Lupton, a Colorado municipal corporation with the principal place of business at 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 (“Fort Lupton”) and Town of Lochbuie, a Colorado municipal corporation with the principal place of business at 703 Weld County Rd. 37 Lochbuie, Colorado 80603 (“Lochbuie”) referred to collectively as “Municipalities” or “Parties” and each individually as “Municipality” 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

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 victims of cases specified in CRS § 24-4.1.302; and

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

WHEREAS, the Municipalities of Brighton and Commerce City entered into an Intergovernmental Agreement January 1, 2018 regarding a shared victims services unit and have worked collaboratively and successfully through the current Victim Services Unit to assist victims of crimes; and

WHEREAS, the Municipalities of Fort Lupton and Lochbuie wish to join the collaboration, and the Parties collectively desire to enter into an intergovernmental agreement (IGA) to facilitate the provision of critical and timely support to victims and witnesses of crime in Brighton, Commerce City, Fort Lupton and Lochbuie through the expansion of the existing joint victim services unit.

WHEREAS, the Municipalities 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 and add the Municipalities of Fort Lupton and Lochbuie 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 Municipalities agree as follows:

**Article 1
Controlling Document**

1.0 The effective date of this IGA shall be January 1, 2023 (“Effective Date”).

1.1 In executing and approving this IGA, the Cities of Brighton and Commerce City 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 January 1, 2018.

**Article 2
Unit Establishment and Administration**

2.0 The Cities of Brighton and Commerce City having previously established a Victim Services Unit (“Unit”), hereby establish the same to be a cooperative effort by and between Brighton, Commerce City, Fort Lupton, and Lochbuie 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, Commerce City, Fort Lupton, and Lochbuie 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 Municipality, through its Chief of Police, or their designee shall designate a Unit liaison (“Unit Liaison”). The Unit Liaisons shall coordinate with each other regarding the victims’ services needs of each of the Municipalities to ensure that those needs are being adequately addressed. The Brighton Liaison will seek input from the Commerce City Liaison, Fort Lupton Liaison and Lochbuie Liaison when assessing the Victim Services 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.
- One (1) FTE Lead Victim Advocate Specialist
- Six (6) 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 Municipality a report of the overall services provided by the Unit to each Municipality on a quarterly basis, or as often as requested by a Municipality.

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, Fort Lupton and Lochbuie, Information Technology policies when using each municipality's information technology systems and equipment. Unit personnel accessing Commerce City, Fort Lupton and Lochbuie Police Department facilities shall comply with all applicable Municipalities' 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 all municipalities, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel. At a minimum, training must comply with C.R.S. 24-4.1-303 and C.R.S. 24-4.1-302.5 – Procedures for ensuring rights of victims of crime.

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

3.4.1 The Unit shall determine the means and methods of performing the Services and Commerce City, Fort Lupton or Lochbuie shall have no right to do so, nor shall such municipalities 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, Fort Lupton and Lochbuie shall provide Unit employees with minimal training reasonably necessary to familiarize them with Commerce City, Fort Lupton and Lochbuie'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, Fort Lupton or Lochbuie 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, Fort Lupton or Lochbuie.

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 Municipality's annual appropriation process.

4.1 Non-appropriation of Funds. Pursuant to law, this IGA is subject to adequate appropriation by each Municipality 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 Municipalities agree that the IGA shall immediately terminate.

4.2 Equipment. Each Municipality shall provide designated office space, safe place to meet with victims, equipment, and supplies necessary for the Unit's personnel to perform the Services when Unit personnel are working at that Municipality's facility.

4.3 Grant Funds. The Municipalities shall jointly apply for VALE or VOCA or substantially similar future or successor funding sources 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. The adoption of the Budget and all financial and accounting services related to the Budget will be performed by Brighton. Each Municipality 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 Municipalities according to the following formula. Each Municipality shall contribute financially a percentage of the total approved Budget (after deducting any VALE or VOCA or substantially similar future or successor funding sources received) pursuant to the formula ("Formula") set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\text{Municipality Pop}}{\text{Municipalities Pop}} \times 100\right) + \left(\frac{\text{Municipality VRA Cases}}{\text{Total VRA Cases}} \times 100\right) + \left(\frac{\text{Municipality Unattended Death Cases}}{\text{Total Unattended Death Cases}} \times 100\right)}{3} =$$

Municipality's Contribution

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

Municipality Pop = the Municipality'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 Municipalities pursuant to Article 4.7

Municipalities Pop = the combined total population of all Municipalities

VRA Case = Any crime included in the Victims' Rights Act as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.

Municipality VRA Cases = number of VRA cases originating in the Municipality's jurisdiction in the previous calendar year

Total VRA Cases = combined total number of VRA cases from all Municipalities in the previous calendar year

Municipality Unattended Death Cases = number of unattended death cases originating in the Municipality's jurisdiction in the previous calendar year

Total Unattended Death Cases = combined total number of unattended death cases from all Municipalities in the previous calendar year

Municipality's Contribution = the percentage of the Budget allocated to the Municipality 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 Municipality 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 Municipality, in accordance with a timeline established by the respective Unit Liaison, the annual

Budget for each Municipality's review and approval. Each Municipality shall review the Budget and approve the same in its sole discretion through the means set forth in that Municipality's laws, ordinances, policies, and practices. No Municipality shall be required to approve the Budget in whole or in part. A Municipality, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

4.8 Allocation of Funds. Each Municipality 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, 2027 (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, or their designee of each City, to be executed annually for each additional one-year term.

5.1 Termination. Notwithstanding other terms of this IGA, any Municipality may terminate its participation at any time upon Sixty (60) days written notice to the other Municipality in writing.

5.1.1 In the event this IGA is terminated, grant funds awarded each Municipality and not otherwise legally obligated through the terms of the applicable underlying grant, shall be returned to the Municipality 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 be returned on the day the termination becomes effective.

5.1.2 In the event this IGA is terminated at the end of a fiscal year, no grant funds shall be returned to the terminating municipality. In the event this IGA is terminated prior to the end of a fiscal year, Brighton shall return to the terminating agency any amount remaining at the end of the fiscal year if any remains. Otherwise, such funds shall remain with Brighton for personnel costs in the unit until the budget could be adjusted to reflect the decrease in services required.

5.1.3 **The remaining agencies shall perform a recalculation of the formula to determine the funding amount owed for the remainder of the fiscal year and the impact on personnel.**

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

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 Municipalities 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 either the County of Adams or Weld 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 Municipalities and their elected officials, 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 Municipalities 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: _____
Jason Rodgers, Acting City Manager

ATTEST:

By: _____
Dylan Gibson, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FORT LUPTON

BY: _____
Zo Hubbard, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

APPROVED AS TO FORM:

BY: _____

TOWN OF LOCHBUIE

BY: _____
Michael Mahoney, Mayor

BY: _____
Heather Meierkort, Town Clerk

APPROVED AS TO FORM _____

CITY OF BRIGHTON

BY: _____
Greg Mills, Mayor

Michael Martinez, City Manger

ATTEST:

By: _____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

By: _____
Alicia Calderón, 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, Commerce City, Fort Lupton or Lochbuie, 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.