

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
BRIGHTON/COMMERCE CITY

THIS AGREEMENT is made and entered into by and between the City of Brighton, Colorado ("Brighton") and the City of Commerce City, Colorado ("Commerce City") this 27th day of May, 2014.

WHEREAS, intergovernmental agreements to provide for the joint exercise of functions or services and the sharing of costs for such functions or services by political subdivisions of the State of Colorado are specifically authorized by C.R.S. § 29-1-203; and

WHEREAS, the parties wish to enter into an agreement to facilitate the provision of critical and timely support to victims and witnesses of crime in Brighton and Commerce City through the creation of a joint victim services unit.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Victim Services Unit Established. The parties hereby establish the Victim Services Unit ("Unit"), to be a cooperative effort by Brighton and Commerce City to provide victim services as more specifically set forth below. Initially, the Unit's paid personnel shall consist of one (1) full-time Victims Service Coordinator from Brighton and three (3) full-time Victim Advocate Specialists, one (1) from Brighton and two (2) from Commerce City.
2. Services. The Unit shall provide 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. Specifically, the Unit will:
 - 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 on a follow-up basis.
 - Provide immediate crisis intervention and emotional support, as needed.
 - Advise victims and witnesses of their rights under Colorado law.
 - Advise victims and witnesses of the community services and resources available to them.
 - Assist victims and witnesses in regaining their emotional and physical well-being by means of intervention and advocacy.
 - Keep victims informed of the status of their case.

- Recruit and train volunteers to ensure services are available 24-hours per day, 7 days per week.

3. Unit Personnel.

- Except for the Victim Service Coordinator position, each city shall be responsible for the wages and benefits of its own employees, including overtime. The annual salary and benefits of the Victim Service Coordinator position is planned to increase by \$11,006.00 upon the execution of this Agreement; Commerce City shall pay \$5503.00 towards the increased salary for 2014, payable to Brighton on or before November 1, 2014
- Funding is subject to each city's budget appropriation process and as agreed upon by each city's authorized representative.
- The Victim Service Coordinator shall supervise all personnel within the Unit, regardless of home agency. This supervision shall include performance evaluations, work assignment, approval of leave, and such other duties normally associated with the supervision of personnel. All Unit personnel shall be governed by and perform their duties in accordance with the policies of their home agency through December 31, 2015. Thereafter, all Unit personnel will become Brighton employees governed by Brighton's policies and procedures.
- Commerce City employees shall be afforded all rights and benefits to which they are entitled pursuant to the AFSCME Local 114 Labor Contract through December 31, 2015.
- In the event one or both Commerce City employees shall leave the Unit, the position will be reallocated to the City of Brighton, said employees will be hired as Brighton employees, and the funding for those positions will be paid by Commerce City to Brighton.
- The Cities shall agree upon the appropriate training for all Unit personnel, and each city shall ensure its employees obtain such agreed upon training.

4. Equipment. Each city will provide:

- The office space, equipment, and supplies necessary for the Unit to perform its services.
- Radios and vehicles for use by their victim service Unit employees. Currently, Brighton is providing two (2) vehicles and three (3) radios and Commerce City is providing two (2) vehicles and five (5) radios. The vehicles and radios shall be maintained by the city to which they belong until January 1, 2016, at which time Commerce City will transfer its assets, through donation, to the City of Brighton for the purposes of administration of the Victim Services Unit.

5. Administration. Brighton shall administer the Unit through the Victim Service Coordinator. The Victim Service Coordinator shall complete all VALE reports/invoices for the city of Brighton's VALE grant and will complete the six month and year end narrative report for the

Commerce City's VALE grant. Commerce City will disburse 2014 VALE funds as requested by the Victim Service Coordinator.

6. Agency Liaisons. The Commerce City liaison to the Unit shall be the Deputy Chief for the Support Services Division. The Brighton liaison to the Unit shall be the Operations Captain. The liaisons shall coordinate with each other to ensure each agency's needs related to victims' services are being met. Each liaison shall contribute to the annual performance evaluation of the Victim Services Coordinator and provide feedback on all Victim Advocate Specialists, as well as evaluation of the overall services provided by the Unit personnel to each department.
7. Liability and Insurance. Liability for any act or omission as a result of conduct (except for willful or wanton conduct) by a member of the Unit while acting within the scope of his or her duties shall be the responsibility of the home agency. Similarly, each city shall be responsible for obtaining worker's compensation coverage for its own employees.
8. Termination. Either party may terminate this Agreement for any reason with 90-day written notice to the other party.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
10. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
11. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
12. Assignment. This Agreement shall not be assigned.
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.
14. Independent Parties. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.
15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17th Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Intentionally blank. Signature page to follow.]

CITY OF COMMERCE CITY

Sean Ford, Mayor


ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

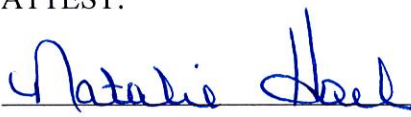
Deputy City Attorney

CITY OF BRIGHTON



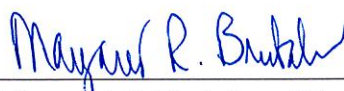
Manuel Esquibel, City Manager

ATTEST:



Natalie Hoel, City Clerk

Approved as to form:



Margaret R. Brubaker, City Attorney