

**CARBON VALLEY, MEAD AGREEMENT FOR
SHARED VICTIM ASSISTANCE UNIT**

This **Intergovernmental Agreement for Carbon Valley, Mead Victim Assistance Unit** (“IGA”), is made and entered into as of the Effective Date by and between

- 1) The Town of Frederick, a Colorado municipal corporation with a principal place of business at 401 Locust Street, Frederick, Colorado 80530 (“Frederick”),
- 2) The Town of Firestone, a Colorado municipal corporation with a principal place of business at 9950 Park Avenue, Firestone, Colorado 80504 (“Firestone”),
- 3) The City of Dacono, a Colorado municipal corporation with a principal place of business at 512 Cherry Avenue, Dacono, Colorado 80514 (“Dacono”), and
- 4) The Town of Mead, a Colorado municipal corporation with a principal place of business at 441 Third Street, Mead, Colorado 80542 (“Mead”).

referred to collectively as “Municipalities” or “Parties” and each individually as “Party”, “Municipality” or as reflected above.

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 3 guarantee certain rights to victim 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 desire to enter into an agreement for the creation and facilitation of a shared Carbon Valley, Mead Victim Assistance Unit to assist victims of crimes.

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 October 1, 2022 (“Effective Date”).

**Article 2
Unit Establishment and Administration**

2.0 The Town of Frederick has or will establish a Victim Assistance Unit (“Unit”) within its Police Department, to provide victim assistance and services to the Parties as more specifically set forth in the Scope of Services (“Services”), attached as Exhibit A, and incorporated herein by reference. The Unit is not, shall not be construed as, or have any of the powers and duties of, a “separate governmental entity” pursuant to Part 2, Article 1, Title 29, C.R.S.

2.1 The Unit shall provide the Services to the victims and witnesses of crimes that occur within the corporate boundaries of each of the Municipalities, as required by the State of Colorado Victim Rights Act.

2.2 The Unit shall be administered by Frederick through its Victim Assistance Coordinator (“VA Coordinator”), The VA Coordinator will be an employee of Frederick and answer to the Frederick Police Chief. As such, Firestone, Dacono, and Mead (and any joining parties) will have no direct control or supervision over the day-to-day operations or performance of the VA Coordinator’s powers and duties.

2.3 There is hereby established the Carbon Valley, Mead Victim Services Unit Advisory Board consisting of the Police Chief of the City of Dacono, the Police Chief of the Town of Firestone, the Police Chief of the Town of Mead, and Police Chief of the Town of Frederick (collectively, the “Advisory Board”, and each a “Party Representative”). The Advisory Board shall provide input and feedback to the VA Coordinator on matters concerning victim assistance program; provided that, the Advisory Board shall not oversee the actual work or instruct the victim Coordinator as to how the VA Coordinator’s job will be performed. The Advisory Board may meet periodically upon request of the Frederick’s Chief or otherwise to provide input and feedback on the VA Coordinator’s job performance, evaluations, compensation and/or Job Description changes.

2.4 The Advisory Board shall meet at least annually to discuss the operations of the Unit and Services being provided. The Parties agree that the development and implementation of any policies governing the Services shall be undertaken with input from the Advisory Board.

Article 3
Personnel and Training

3.0 As of the Effective Date, the Parties anticipate Frederick will hire one (1) full time equivalent (“FTE”) VA Coordinator to perform the Services for the Unit as set forth in Exhibit A.

3.0.1 The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the Unit (“Unit personnel”) may vary depending upon the resources needed and resources available to the Unit.

3.1 Victim Assistance Coordinator Responsibilities. The VA Coordinator shall serve under the direction of the Fredrick Police Chief. The VA Coordinator shall supervise all personnel within the Unit and be responsible for 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 determination of staffing needs and levels along with the hiring and firing of Unit personnel, shall reside with the Frederick Police Chief with the VA Coordinator and Advisory Board providing recommendations; provided, however, that the hiring of compensated Unit personnel shall require each of the Parties’ prior written approval. The VA Coordinator shall be responsible for completing all grant administration, invoicing, and reporting as may be required. The VA Coordinator shall provide to the Advisory Board a report of the overall services provided by the Unit on a quarterly basis, or as often as requested by a Municipality.

3.2 Personnel Rules and Training. All Unit personnel shall be governed by and perform their duties in accordance with the personnel policies of Frederick and the Frederick Police Department. Frederick shall determine, with input from the Advisory Board, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel.

3.3 Personnel Status. All Unit personnel shall be employed directly by the Town of Frederick. There is no relationship of employment, partnership, or joint venture between the VA Coordinator and other Unit personnel and the Municipalities other than Frederick. The VA Coordinator and other Unit personnel have no authority to exercise supervision over or direct any employee or official of the Municipalities, other than Frederick as applicable.

3.3.1 The Unit shall determine the means and methods of performing the Services in accordance with the terms of this Agreement and applicable law, and Municipalities other than Frederick shall have no right to do so, nor shall they have any right to provide instructions on how to perform the Services.

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

3.3.3 Municipalities shall provide Unit personnel with training reasonably necessary to familiarize them with the Municipalities’ respective operations, facilities, equipment, personnel, and any other special program as may be applicable. Otherwise,

Frederick shall be responsible for providing the VA Coordinator and Unit personnel with necessary training, internal discipline, certification, or rank.

3.3.4 Nothing contained in this IGA, and no performance by any Party under this IGA shall in any respect alter or modify the status of the VA Coordinator or Unit personnel as employees of Frederick.

3.4 Personnel Compensation. Frederick shall be responsible for paying all compensation due to the VA Coordinator and other Unit Personnel, including but not limited to, all salary, wages, entitlements, pension, benefits, and reimbursable expenses. Frederick shall be obligated to satisfy all tax and other governmentally-imposed responsibilities, including but not limited to, federal and state social security taxes, unemployment taxes, workers' compensation taxes, and income taxes that may be applicable to the VA Coordinator and other Unit personnel.

Article 4 Funding, Equipment, and Budget

4.0 Nothing in this IGA is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Municipalities within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Notwithstanding anything in this IGA to the contrary, the respective financial contributions of the Municipalities hereunder are subject to annual appropriation by the respective Municipality's governing board.

4.1 Non-appropriation of Funds. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation by any Municipality, this Agreement shall terminate effective December 31 of the then-current fiscal year unless the remaining Parties agree and appropriate the funds necessary to effectuate the IGA beyond the then-current fiscal year.

4.2 Location of Unit. Frederick shall provide designated office space necessary for the Unit's personnel to perform the Services.

4.3 Grant Funds. The Municipalities shall jointly apply for applicable grant programs and opportunities including Victim Assistance Law Enforcement Program funds throughout the term of this Agreement. Funds received shall be applied to the costs included when counting, determining, and assessing each Municipality's funding contribution as reflected below.

4.4 General Budget. Frederick's annual budget (the "Budget") for the Unit shall provide for all costs applicable to the VA Coordinator, Unit personnel, and the Services, including salaries and wages (including overtime where applicable), the cost of employee benefits, operating supplies, equipment, dues and subscription fees, travel expenses, lease payments on vehicle(s), conference and educational costs. All financial and accounting services related to the Budget will be performed by Frederick. 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. From the Effective Date of this Agreement until December 31, 2022, the Parties will

equally share all setup and operation costs. Frederick shall with inclusion of supporting documentation invoice all other Municipalities before January 15, 2023 for such costs. In the first full fiscal year (2023), the cost of operation shall be divided 38% to Firestone, 28% to Frederick, 22% to Dacono, and 12% to Mead. Thereafter, 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 grant funds received) pursuant to the formula (“Formula”) set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\text{Muni Pop}}{\text{Total Pop}}\right) + \left(\frac{\text{Muni VRA Cases}}{\text{Total VRA Cases}}\right)}{2} = \text{Municipality Contribution}$$

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

- Muni Pop = the Municipality’s population according to the most recent population estimate available at the time the Budget is submitted to the Municipalities pursuant to Article 4.7 on www.worldpopulationreview.com or other source agreed upon by the Parties
- Total Pop = the combined total population of all Municipalities
- VRA Case = Any crime included in the Victims Rights Act (“VRA”) as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.
- Muni VRA Cases = number of VRA cases originating in the Municipality’s jurisdiction between July 1 of the previous year and June 30 of the current year
- Total VRA Cases = combined total number of VRA cases from all Municipalities between July 1 of the previous year and June 30 of the current year
- Municipality 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. All population statistics used in the Formula shall be based upon a fixed date and derived from www.worldpopulationreview.com or other source agreed upon by the Parties.

4.6 Right to Inspection. Each Municipality shall have the right to inspect the financial records of the Unit. Upon request from a Municipality, the VA Coordinator will provide full access to the Unit’s financial records, including revenues and expenditures.

4.7 Budget Approval Process. The VA Coordinator shall provide to each Municipality, through the respective Party Representative, the annual Budget for the Unit on or before August 1 for each Municipality’s review and approval. The proposed annual Budget presented to the Municipalities for approval shall include a contingency line item equal to ten percent (10%) of the

Unit's total Budget. 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 Frederick in the first quarter of the fiscal year to which the funds are to be applied ("Contribution"). No Municipality shall be required to make any payment above its respective Contribution, unless the Municipality first approves the expenditure in accordance with laws, ordinances, policies, and procedures applicable to such Municipality.

4.9 Year-end Reconciliation. In December of each year, the VA Coordinator shall provide a report to each Municipality showing the difference between the approved budget and the actual expenses inclusive of any grant funding received throughout the year. In the event that there is unexpended budget remaining or additional grant funding received to offset the costs of the Unit, Frederick shall remit the overages paid by the other Municipalities within 30 days of the report. In the event the expenses are anticipated to exceed the approved Budget, Frederick shall request approval from Advisory Board prior to incurring the expenses. If approved by all Municipalities, Frederick shall invoice the other Municipalities according to the formula above. Such invoices shall be paid within thirty (30) days of receipt thereof. Any invoices not paid within thirty (30) days shall accrue interest at the rate of 8% per annum until paid in full.

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, 2022 (the "Termination Date"). Upon expiration of the Initial Term, this IGA will automatically renew for additional subsequent one (1) year terms beginning January 1, and ending December 31 of each respective year, until terminated in accordance with Section 5.1.

5.1 Termination. Notwithstanding other terms of this IGA, a Municipality may terminate its participation by giving at least ninety (90) days written notice to the other Municipalities. Termination by such Municipality will be effective as of the end of the current fiscal year. The IGA will remain in effect with the remaining Parties only upon unanimous agreement by remaining Parties. In the event the budget for the next fiscal year has already been approved, it shall be recalculated based on the formula in 4.5 of this Agreement with the remaining Parties.

5.1.1 In the event this IGA is terminated by all the Parties to the IGA, grant funds awarded and not otherwise legally obligated through the terms of the applicable underlying grant, shall remain with the Town of Frederick to cover the costs of the Unit. Should funds require the return to a Municipality, those funds shall be returned within thirty (30) days of the termination effective date.

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

5.3 Confidentiality. Each Party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to confidential information of another Party. The Party that has received confidential information (the “Receiving Party”), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the confidential information of the Party that has disclosed confidential information to the Receiving Party (the “Disclosing Party”) that it exercises with respect to its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose confidential information as necessary to fulfill its obligations or exercise its rights under this Agreement; except that, disclosure is permitted if the disclosure is required under the Colorado Open Records Act, or pursuant to a valid and effective subpoena or order issued by a court of law.

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

5.5 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.

5.6 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.

5.7 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 Weld, Colorado.

5.8 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, appointed 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.

5.9 Additional Parties. Other municipalities may become a party to this Agreement by written amendment signed by all of the then-Parties. Upon the joining of an additional party, each Municipality’s Contribution shall be recalculated using the formula in 4.5 of this Agreement. Each joining Party shall have a Party Representative as provided above.

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

5.11 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.

5.12 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.

TOWN OF FREDERICK

BY: _____
Tracie Crites, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
Meghan Martinez, Town Clerk

BY: _____
Town Attorney

TOWN OF FIRESTONE

BY: _____
Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
_____, Town Clerk

BY: _____
William P. Hayashi, Town Attorney

CITY OF DACONO

BY: _____
_____, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
_____, City Clerk

BY: _____
City Attorney

TOWN OF MEAD

BY: _____
Colleen G. Whitlow, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
Mary E. Strutt, MMC, Town Clerk

BY: _____
Marcus McAskin, Town 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 within the corporate boundaries of any participating municipalities, 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.