

INTERGOVERNMENTAL AGREEMENT FOR VICTIM ADVOCATE SERVICES

This Agreement is made and entered into this 2nd day of November, 2020, by and between THE CITY OF GREENWOOD VILLAGE (“the City”), and the BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO on behalf of the Arapahoe County Sheriff’s Office (collectively the “County”). The City and the County shall be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes, as well as Article XIV, Section 18(2) of the Colorado Constitution, the County and City have the authority to enter into intergovernmental agreements and are authorized to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City’s police department (GVPD) desires to utilize the services of the Arapahoe County Sheriff’s Office (ACSO) Victim Advocates; and

WHEREAS, the Parties maintain common training programs, protocols and procedures for Victim Advocates; and

WHEREAS, the Parties desire to share resources to enhance the working relationship between each other in order to improve response to criminal activity covered by the Victim Rights Act (VRA); and

WHEREAS, ACSO has assisted GVPD in the past in responding to VRA cases and training.

COVENANTS AND AGREEMENTS

NOW THEREFORE, the Parties agree to adhere to the following commitments, terms and conditions during the term of this agreement:

1. Purpose and Mission. It is the intent of each Party to share ACSO’s Victim Advocates and Victim Advocate resources.
2. General Operating Procedures.
 - a. Training. Each assigned Victim Advocate shall satisfy the training requirements established by ACSO.
 - b. Response. When GVPD has a VRA case that requires a Victim Advocate response ACSO will be contacted through ACSO dispatch. Through discussion with law enforcement on scene the Victim Advocate will determine if response is needed in person or via phone.

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c. Compensation. The City will pay the County for the salary, benefits and ongoing costs for a part-time Victim Advocate (20 hours per week) for the services provided herein. This sum is not to exceed \$42,000 annually without prior written authority from the City and County and will be invoiced by the County in quarterly installments sent on or about January 1, April 1, July 1 and October 1 of each year for the previous quarter's expenses. The City will submit payment to the County within 30 days of the invoice date. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Additionally, the City will pay \$5000 for initial start-up costs for equipment, hiring and training-related costs for the new employee. Each Party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

d. Employee Status. The ACSO's Victim Advocates shall remain the employee of ACSO and shall, likewise, remain subject to that jurisdiction's personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination.

e. Information Release. Except where ACSO is required by law to release records, the ACSO will refer all records requests to GVPD. No unilateral press releases will be made by any Participating Agency without the prior approval of the other Participating Agency.

f. Notice. All notices required hereunder shall be given to:

To the City: Chief of Police
Greenwood Village Police Department
6060 S. Quebec Street
Greenwood Village, CO 80111

To the County: Arapahoe County Sheriff
Arapahoe County Sheriff's Office
Attn: Investigation Services Captain
13101 E. Broncos Parkway
Centennial, CO 80112

with a copy to:

Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120-1136

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3. General Terms

- a. Term. Either Party may elect to withdraw from participation by providing written notice from the Chief or Sheriff of the withdrawing Party to the other Party 90 days prior to termination. If both Parties agree to terminate, an earlier termination date may be determined. If terminated mid-quarter during any year, payment shall be provided for services for the entire quarter.
- b. Insurance. ACSO shall maintain insurance coverage for its Victim Advocates performing services pursuant to this agreement.
- c. Liability/Governmental Immunity. Neither Party will be responsible for the acts or omissions of the other Party. Each Party remains responsible for all acts and omissions of its own employees for all work done in connection with this Agreement. In the event a claim or legal action should be brought against a Victim Advocate, ACSO, at its sole cost, shall be responsible to defend and indemnify the Victim Advocate per their normal policies and procedures. The parties are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other right, immunity or protection provided by the Colorado Governmental Immunity Act, or otherwise available to the parties, their officers or employees.
- d. Amendments. No change, amendment, or waiver of any of the terms or provisions of this Agreement shall be valid or binding unless the same has been approved in writing by all of the parties to this Agreement.
- e. Beneficiary. This Agreement is made solely for the benefit of the parties hereto and is not intended, nor shall it be deemed, to confer, give, or allow any rights or claim or rights of action by any person or entity not signatory hereto.
- f. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
- g. Execution. This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all have not signed the same counterpart. Any counterpart which has attached to it separate signature pages which together contain the signature of all the parties shall be deemed a fully executed instrument for all purposes.

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

THE CITY OF GREENWOOD VILLAGE

By: George Lantz
George Lantz, Mayor

ATTEST:

Susan M Ortiz
Susan Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Tonya Haas Davidson
Tonya Haas Davidson
City Attorney



ATTEST:

By: _____
Clerk to the Board

**COUNTY OF ARAPAHOE
STATE OF COLORADO**

By: _____
Name: Nancy N. Sharpe
Title: Chair, Board of County
Commissioners