

NORTHGLENN POLICE DEPARTMENT MEMORANDUM

#2009-17

DATE: December 2, 2009

TO: Honorable May Kathleen M. Novak and City Council Members

FROM: William Simmons, City Manager *WAS*
Russell L. Van Houten, Chief of Police *RVA*

SUBJECT: **CR-146 Northglenn/Thornton Victim Services IGA**

RECOMMENDATION:

Staff recommends the adoption of the attached Resolution allowing the Mayor to sign an Intergovernmental Agreement between the City of Thornton and the City of Northglenn for victim services.

BACKGROUND:

Since 1987 the Cities of Thornton and Northglenn have participated in a shared Victim Services Unit (VSU) providing critical and timely state mandated support to victims and witnesses of crime in their respective communities through the shared use of a Victim Services Supervisor, three Victim Advocate Specialists, one part-time Victim Advocate Specialist and approximately twenty citizen volunteers.

The IGA sets forth the formula for the sharing of the financial cost of the Victim Services Unit with the Thornton Police Department. The total Victim Services Unit budget for 2010 is \$377,500.00. Each year, the VSU secures funds from a variety of sources to pay for the services it provides. The 17th Judicial District Victim and Witness Assistance Law Enforcement (V.A.L.E.) Grant funds 18.4% or \$69,306.00. The federal Victims of Crime Act (V.O.C.A.) Grant funds 10.0% or \$37,694.00. Donations from citizens fund .1% or \$500.00. The cities of Thornton and Northglenn fund the remaining 71.5% or \$270,000.00. Of the remaining \$270,000.00, the City of Thornton is responsible for 70% or \$189,000.00 and the City of Northglenn pays the remaining 30% or \$81,000.00.

The City Attorney has approved this IGA as to form.

BUDGET IMPLICATIONS:

There is a financial cost to the City. Northglenn's participant share, \$81,000.00 is in the 2010 Police Department budget.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Commander Beth Carmosino at (303-450-8819) or Chief Russ Van Houten at (303-450-8864), or by e-mail at bcarmosino@northglenn.org or rvanhouten@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-146
Series of 2009

Series of 2009

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR A SHARED VICTIM SERVICES PROGRAM

WHEREAS, the cities of Thornton and Northglenn have participated in a Shared Victim Services Program annually since 1987, providing critical and timely support to victims and witnesses of crimes in their respective communities; and

WHEREAS, the program is funded through the sharing of expenses by the City of Thornton, the City of Northglenn, the 17th Judicial Victim Assistance Law Enforcement (V.A.L.E.) funds and Victims of Crime Acts (V.O.C.A.) funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for a Shared Victim Services Program, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2010

THIS AGREEMENT is made and entered into by and between the City of Thornton, Colorado (Thornton) and the City of Northglenn, Colorado (Northglenn) this day _____ day of _____, 2009.

I PREAMBLE

The Cities of Thornton and Northglenn (Cities) have since 1987 annually participated in a Shared Victim Services Unit (the Unit) providing critical and timely support to victims and witnesses of crime in their respective communities, through the shared use of a Victim Service Supervisor, three Victim Advocate Specialists, one part-time Victim Advocate Specialist and citizens volunteering to assist with the Unit as provided herein.

1. The Unit funded through the sharing of expenses by the Cities, 17th Judicial Victim Assistance Law Enforcement (V.A.L.E) funds and Victims of Crime Act (V.O.C.A) funds and donations from citizens. The Revised 2010 budget for the Unit is hereto attached as Exhibit A.
2. Thornton has administered the Unit since 1990. During the term of this Agreement, Thornton shall maintain the administration of the Unit.

II VICTIM SERVICES

1. The Cities have designated a Victim Services Supervisor to supervise employees, volunteer staff and coordinate the scope of services herein identified during the term hereof.
2. The Victim Services Unit shall provide services to the citizens of Thornton and Northglenn as required by the State of Colorado Victim Rights Act Title 24 – Article 4.1 Part III.

III ADMINISTRATION OF UNIT – COMPENSATION

Thornton shall, during the term of this Agreement, receive and administer V.A.L.E. Grant money granted for the Unit for the year 2010 in the amount of sixty-nine thousand, three hundred and six dollars (\$69,306.00) and V.O.C.A. Grant money granted for the Unit for the year of 2010 in the amount of thirty seven thousand, six hundred and ninety four dollars (\$37,694.00) along with additional Unit contributions provided by the Cities as contemplated herein.

The V.A.L.E. grant will cover eighteen point four percent (18.4%) and V.O.C.A. ten percent (10%) of the total Revised 2010 budget. Donations from citizens will cover point one percent (.1%). The remaining seventy one point five percent (71.5%) of the budgeted amount will be shared by Thornton and Northglenn with a (70-30) seventy-thirty split. As a result, Thornton shall participate in and pay seventy percent (70%), Northglenn shall participate in and pay thirty percent (30%) of the total funding required for the Unit, as reflected in the 2010 Budget. The Cities each respectively represent that funds are available to provide payments as contemplated by this agreement.

Northglenn shall remit its financial share of participation in the Unit for the year 2010 in the amount of eighty one thousand dollars (\$81,000.00) to be paid in equal payments of twenty thousand, two hundred and fifty dollars (\$20,250.00) due on January 1, April 1, July 1, and October 1, 2010. At the end of the 2010 fiscal year, Thornton will account for all expenditures to Northglenn and return all unexpended funds.

The Supervisor of the Unit shall be an employee of Thornton. The Supervisor will receive those benefits provided to an employee not eligible to receive or occupy the status of Career Service Employee under the City Charter and Ordinances of Thornton, such status commonly know as an "FLSA" Excluded Employee. Other employees of the Unit shall include:

1. Three Full-time Victim Advocate Specialists shall be employees of Thornton. These are "Career Services" Positions within the City of Thornton. These Employees will receive those benefits provided to employees eligible to receive or occupy the status of Career Service Employee under the City Charter and Ordinances of Thornton.
2. One part-time Contract Victim Advocate Specialist Position shall be an employee of Thornton. This position will receive those benefits provided for part-time contract employees.
3. The Supervisor and Victim Advocate Specialists of this Unit will additionally receive reimbursement for any reasonable and necessary automobile mileage expenses incurred in the performance of assigned duties, and the rate currently established for employees of Thornton. Thornton shall administer the shared funds paid to defray such expenses. The Cities will also provide office equipment, training and other necessary materials required to carry out the services to be provided by the Victim Services Unit.

IV. TERM OF AGREEMENT

This Agreement shall commence operation from January 1, 2010 and shall terminate December 31, 2010, unless this Agreement is renewed or extended by intergovernmental agreement between the Cities.

V. TERMINATION

Either party may terminate this IGA by providing 60 days notice of termination to the other party. Upon receipt of such notice, the other party may continue the Victim Service Unit at its expense.

VI. SEVERABILITY

Should any court of competent jurisdiction declare any provision of this Agreement invalid, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

APPROVED AS TO FORM:

Margaret Emerich
Margaret Emerich
City Attorney

ATTEST:

Nancy Vincent, Deputy
Nancy Vincent
City Clerk

CITY OF THORNTON, COLORADO

Jack Ethredge
Jack Ethredge
City Manager

APPROVED AS TO FORM:

Corey Hoffmann
City Attorney

ATTEST:

Johanna Small
City Clerk

CITY OF NORTHGLENN, COLORADO

Kathleen M. Novak
Mayor

2010 Revised Victim Services Budget

Category	Budget	Thornton	Northglenn	VALE	VOCA	Citizen Donations
Regular Salaries	\$ 231,328.00	\$ 112,424.90	\$ 48,182.10	\$ 45,000.00	\$ 25,721.00	
Regular Benefits	99,541.00	\$ 64,918.70	\$ 27,822.30	6,800.00		
Contract Salary	28,600.00	\$ -	\$ -	16,627.00	11,973.00	
Contract Benefits	8,917.00	\$ 5,626.60	\$ 2,411.40	879.00		
Overtime	3,000.00	\$ 2,100.00	\$ 900.00			
Standby	2,000.00	\$ 1,400.00	\$ 600.00			
Training/Travel	500.00	\$ 350.00	\$ 150.00			
Awards/Volunteers	500.00	\$ 350.00	\$ 150.00			
Dues, Subscriptions & Publications	150.00	\$ 105.00	\$ 45.00			
General Supplies	315.00	\$ 220.50	\$ 94.50			
Emergency Funds for Victims	820.00	\$ 224.00	\$ 96.00			500.00
Reprographics	1,829.00	\$ 1,280.30	\$ 548.70			
TOTAL	\$ 377,500.00	\$ 189,000.00	\$ 81,000.00	\$ 69,306.00	\$ 37,694.00	\$ 500.00
Coverage		71.5%		18.4%	10.0%	0.1%
		70.0%	30.0%			