



NORTHGLENN POLICE DEPARTMENT MEMORANDUM

#08-02

December 27, 2007

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

FROM: A. J. Krieger, City Manager 
Russell L. Van Houten, Chief of Police 

SUBJECT: CR-20, Northglenn/Thornton Victim Services IGA

RECOMMENDATION:

Attached to this memorandum is a proposed IGA for The Northglenn/Thornton Victim Services Unit which, if approved, would provide state mandated victim services to victims of crimes and other related services. Staff recommends approval of this IGA.

BACKGROUND:

Since 1987 the Cities of Thornton and Northglenn have participated in a shared Victim Services Unit 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 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 2008 budget is \$365,926.00. Each year, the Unit secures a variety of funds to pay for the services they provide. The 17th Judicial District Victim and Witness Assistance Law Enforcement Board (V.A.L.E.) Grant funds 17% (\$64,000.00) and the Victims of Crime Act (V.O.C.A.) Grant funds 10% (\$37,694.00) of the 2008 budget, while the cities of Thornton and Northglenn fund the remaining 73% (\$264,231.40). Of the remaining \$264,231.40, the City of Thornton is responsible for 70% (\$184,962.40) and the City of Northglenn pays the remaining 30% (\$79,269.60).

The City Attorney has approved this IGA as to form.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this proposal.

Page 2

BUDGET IMPLICATIONS:

There is a financial cost to the City. Northglenn's participant share, \$79,269.60, is in the 2008 Police Department budget.

STAFF REFERENCE:

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

SPONSORED BY: COUNCIL MEMBERS MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-20
Series of 2008

Series of 2008

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:

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 _____ 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

APPROVED AS TO FORM:

DIANA L. LENTZ, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2008.

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 of _____, 2008.

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 Services 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 is 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. The proposed 2008 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's 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 awarded to the Unit for the year 2008 in the amount of sixty four thousand dollars (\$64,000.00) and V.O.C.A. Grant money awarded to the Unit for the year 2008 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 seventeen percent (17%) and V.O.C.A. ten percent (10%) of the total 2008 budget. The remaining seventy three (73%) of the budgeted amount shall 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 2008 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 2008 in the amount of seventy nine thousand, two hundred and sixty nine dollars and sixty cents (\$79,269.60) to be paid in equal quarterly payments of nineteen thousand, eight hundred and seventeen dollars and twenty five cents (\$19,817.25) due on February 15, April 1, July 1, and October 1, 2008. At the end of the 2008 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 Services Employee under the City Charter and Ordinances of Thornton, such status commonly know as an "FLSA Excluded Employee". Other employees of the Unit 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 Victim Advocate Specialist shall be an employee of Thornton. This position will be compensated in accordance with the City of Thornton Pay Schedule for Temporary Employees and is not eligible for benefits.
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, 2008, and shall terminate December 31, 2008, 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 Services Unit at its expense.

VI. SEVERABILITY

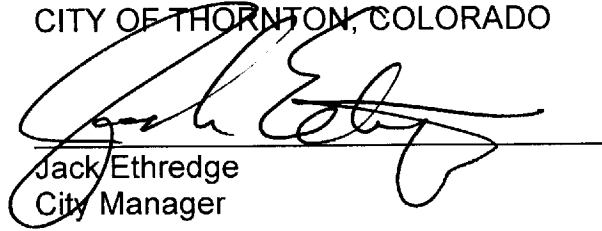
Should any court of competent jurisdiction declare any provision of this agreement invalid, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

APPROVED AS TO FORM:



Margaret Emerich
City Attorney

CITY OF THORNTON, COLORADO



Jack Ethredge
City Manager

ATTEST:



Nancy Vincent, City Clerk

APPROVED AS TO FORM:

Corey Hoffmann
City Attorney

CITY OF NORTHGLENN, COLORADO

Kathleen M. Novak
Mayor

ATTEST:

Diana Lentz, City Clerk

EXHIBIT A

**Thornton/Northglenn Victim Services Unit
Proposed 2008 Budget - 40660**

Category	Budget	Thornton,	Northglenn	VALE	VOCA
Reg. Salaries	234,288.00	114,496.90	49,070.10	45,000.00	25,721.00
Reg. Benefits	70,569.00	44,638.30	19,130.70	6,800.00	
Contract Sal.	24,173.00			12,200.00	11,973.00
Contract Benefits	2,000.00	1,400.00	600.00		
Overtime	3,230.00	2,261.00	969.00		
Standby Pay	4,000.00	2,800.00	1,200.00		
Training & Travel	12,160.00	8,512.00	3,648.00		
Vol. Awards & Incentives	1,449.00	1,014.30	434.70		
Cell Phones	700.00	490.00	210.00		
Dues, Subs., & Pub.	1,232.00	862.40	369.60		
General Supplies	1,338.00	936.60	401.40		
Supplies for Victims	7,901.00	5,530.70	2,370.30		
Reprographics	2,886.00	2,020.20	865.80		
TOTAL	365,926.00	184,962.40	79,269.00	64,000.00	37,694.00