



**NORTHGLENN POLICE DEPARTMENT  
COUNCIL MEMORANDUM 2011-14**

**DATE:** December 15, 2011

**TO:** Honorable Mayor Joyce Downing and City Council Members

**FROM:** William Simmons, City Manager   
James S. May, Jr., Chief of Police 

**SUBJECT:** CR#-151 - 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 2012 is \$410,108.00. Each year, the VSU secures funds from a variety of sources to pay for the services it provides. The 17<sup>th</sup> Judicial District Victim and Witness Assistance Law Enforcement (V.A.L.E.) Grant funds 17.85% or \$73,199.00. The federal Victims of Crime Act (V.O.C.A.) Grant funds 9.19% or \$37,694.00. Donations from citizens fund .12% or \$500.00. The cities of Thornton and Northglenn fund the remaining 72.84% or \$298,715.00. Of the remaining \$298,715.00, the City of Thornton is responsible for 70% or \$209,100.80 and the City of Northglenn pays the remaining 30% or \$89,614.20.

The City Attorney has approved this IGA as to form.

**BUDGET IMPLICATIONS:**

There is a financial cost to the City. Northglenn's participant share, \$89,614.20 is in the 2012 Police Department (GF) Administrative Division, Professional Services budget.

**STAFF REFERENCE:**

If Council members have any comments or questions they may contact Commander Beth Carmosino at (303-450-8819) or Chief James May at (303-450-8967), or by e-mail at [bcarmosino@northglenn.org](mailto:bcarmosino@northglenn.org) or [jmay@northglenn.org](mailto:jmay@northglenn.org).

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-151  
Series of 2011

\_\_\_\_\_  
Series of 2011

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 17<sup>th</sup> 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 \_\_\_\_\_ 2011.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT**  
**SHARED VICTIM SERVICES UNIT**  
**THORNTON/NORTHGLENN – 2012**

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 \_\_\_\_\_, 2011.

**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 is funded through the sharing of expenses by the Cities, 17<sup>th</sup> 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 2012 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 and 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**

During the term of this Agreement, the City of Thornton shall receive and administer V.A.L.E. grant money granted for the Unit for the year 2012 in the amount of \$73,199.00, and V.O.C.A. grant money granted for the Unit for the year of 2012 in the amount of \$37,694.00, along with additional Unit contributions provided by the Cities as outlined herein.

The V.A.L.E. grant will cover 17.85% and V.O.C.A. 9.19% of the total 2012 budget. Donations from citizens will cover 0.12%. The remaining 72.84% of the budgeted amount will be shared by Thornton and Northglenn with a 70-30 split. As a result, Thornton shall participate in and pay 70%, Northglenn shall

participate in and pay 30% of the total funding required for the Unit, as reflected in the 2012 Budget. The Cities each respectively agree that funds will be available to provide payments as outlined by this agreement.

Northglenn shall remit its financial share of participation in the Unit for the year 2012 in the amount of \$89,614.20 to be paid in equal payments of \$22,403.50 due on January 1, April 1, July 1, and October 1, 2012. At the end of the 2012 fiscal year, Thornton will report on all expenditures to Northglenn and return all unexpended funds.

The Supervisor of the Unit shall be an employee of the City 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 the City 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 the City of Thornton.
2. One part-time contract Victim Advocate Specialist position shall be an employee of the City 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 the City of Thornton. The City of 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, 2012 and shall terminate December 31, 2012, 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.

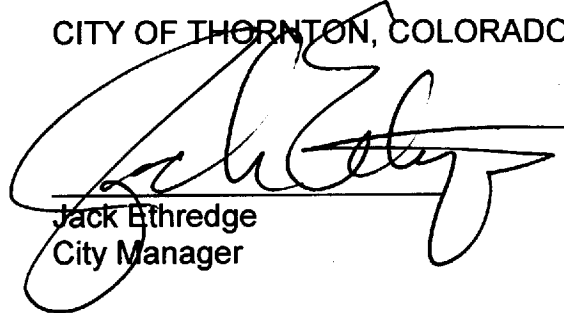
**VI. SEVERABILITY**

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


APPROVED AS TO FORM:

CITY OF THORNTON, COLORADO

  
Margaret Emerich  
City Attorney

  
Jack Ethredge  
City Manager

ATTEST:

  
Nancy Vincent  
City Clerk

APPROVED AS TO FORM:

CITY OF NORTHGLENN, COLORADO

\_\_\_\_\_  
Corey Hoffmann  
City Attorney

\_\_\_\_\_  
Joyce Downing  
Mayor

ATTEST:

\_\_\_\_\_  
Johanna Small  
City Clerk

Exhibit A  
Thornton/Northglenn Victim Services Unit  
2012 Budget - 40660

<b>Catagories</b>	<b>Budget</b>	<b>Thornton</b>	<b>Northglenn</b>	<b>VALE</b>	<b>VOCA</b>	<b>Donations</b>
Regular Salaries	\$ 238,314.00	\$ 117,315.00	\$ 50,278.00	\$ 45,000.00	\$ 25,721.00	
Benefits	\$ 114,431.00	\$ 72,401.70	\$ 31,029.30	\$ 11,000.00		
Contract Salary	\$ 29,172.00			\$ 17,199.00	\$ 11,973.00	
Overtime	\$ 3,000.00	\$ 2,100.00	\$ 900.00			
Stand-by Pay	\$ 4,000.00	\$ 2,800.00	\$ 1,200.00			
Training & Travel	\$ 11,485.00	\$ 8,039.50	\$ 3,445.50			
Volunteer Awards & Incentives	\$ 1,825.00	\$ 1,277.50	\$ 547.50			
Dues, Subs., & Pubs.,	\$ 865.00	\$ 605.50	\$ 259.50			
General Supplies	\$ 1,338.00	\$ 936.60	\$ 401.40			
Supplies for Victims	\$ 2,500.00	\$ 1,750.00	\$ 750.00			
Reprographics	\$ 2,678.00	\$ 1,875.00	\$ 803.00			
Citizen Donations	\$ 500.00					\$ 500.00
<b>TOTAL</b>	<b>\$ 410,108.00</b>	<b>\$ 209,100.80</b>	<b>\$ 89,614.20</b>	<b>\$ 73,199.00</b>	<b>\$ 37,694.00</b>	<b>\$ 500.00</b>

\*\* increases in Budget reflect:

12% increase in health care costs

2% increase in salary, pension contributions, and social security

\$2,500 for supplies for victims

3% increase for reprographics