

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-09
Series of 2007

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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 _____ 2007.

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 – 2007

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 _____, 2007.

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 use of a shared employee entitled Victim Services Supervisor, three shared Career Services employees entitled Victim Advocate Specialists, and citizens volunteering to assist with the Unit.

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 2007 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 Title 24 – Article 4.1 Part III of the Colorado Revised Statutes pertaining to victims of and witnesses to crimes.

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 2007 in the amount of fifty one thousand and eight hundred dollars (\$51,800.00) and V.O.C.A. Grant money awarded to the Unit for the year 2007 in the amount of twenty four thousand, four hundred and ninety six dollars (\$24,496.00) 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. eight percent (8%) of the total 2007 budget (Attachment A). The remaining (75%) 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 fifty three percent (53%), Northglenn shall participate in and pay twenty two percent (22%) of the total funding required for the Unit,

as reflected in the 2007 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 2007 in the amount of sixty nine thousand, two hundred, sixty two dollars and thirty cents to be paid in equal quarterly payments of seventeen thousand, one hundred, fifty five dollars and fifty eight cents due on February 28, April 1, July 1, and October 1, 2007. At the end of the 2007 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".

1. Three full-time Victim Advocate Specialist Positions shall be shared employees of the Cities. 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. 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, 2007, and shall terminate December 31, 2007, 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:

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

Kathleen M. Novak
Mayor

ATTEST:

Diana Lentz, City Clerk

Attachment A
Thornton-Northglenn Victim Services Unit
2007 Budget

Category	Budget	Thornton 53%	Northglenn 22%	VALE 17%	VOCA 8%
Regular Salaries	\$207,120.00	\$96,336.80	\$41,287.20	\$45,000.00	\$24,496.00
Benefits	\$ 66,611.00	\$41,867.00	\$17,944.00	\$ 6,800.00	
Overtime Pay	\$ 3,136.00	\$ 2,195.20	\$ 940.80		
Standby Pay	\$ 4,000.00	\$ 2,800.00	\$1,200.00		
Training & Travel	\$ 10,930.00	\$ 7,651.00	\$3,279.00		
Awards & Incentives	\$ 1,407.00	\$ 984.90	\$ 422.10		
Cell Phones	\$ 700.00	\$ 490.00	\$ 210.00		
Dues, Subs, and Pub.	\$ 1,492.00	\$ 1,044.00	\$ 447.60		
General Supplies	\$ 1,299.00	\$ 909.30	\$ 389.70		
Supplies for Victims	\$ 7,671.00	\$ 5,369.70	\$ 2,301.30		
Reprographics	\$ 2,802.00	\$ 1,961.40	\$ 840.60		
TOTAL	\$307,168.00	\$161,609.70	\$ 69,262.30	\$ 1,800.00	\$24,496.00