

POLICE MEMORANDUM
#20-2023

DATE: Dec. 4, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: James S. May, Jr., Chief of Police *JSM/217*
Randall L. Darlin, Deputy Chief of Police

SUBJECT: CR-158 – 2024 Northglenn/Thornton Shared Victim Services IGA

PURPOSE

To consider CR-158, a resolution approving an Intergovernmental Agreement (IGA) between the City of Northglenn and the City of Thornton for victim services in 2024.

BACKGROUND

Since 1987, the cities of Northglenn and Thornton have shared the Victim Services Unit (VSU), which provides critical and timely State-mandated support to victims and witnesses of crime in their respective communities.

The total VSU budget for 2024 is \$748,284, an increase from \$726,284 in 2023. Each year, the VSU secures funds from a variety of sources. For 2024, a 17th Judicial District Victim Assistance Law Enforcement (VALE) Grant would fund \$38,000 and the Federal Victims of Crime Act (VOCA) Grant would fund \$191,006, which for VOCA is an increase of \$17,458 from last year.

BUDGET/TIME IMPLICATIONS

The IGA sets the formula for the sharing of financial costs of the VSU between the two cities. The City of Thornton is responsible for 70%, or \$363,493. The City of Northglenn pays the remaining 30% or \$155,785, a \$1,364 increase from 2023. Combined, Thornton and Northglenn would fund \$519,278, which is an increase from \$514,736 in 2023. Minor variances in allocation, which are due to formula rounding, have been acknowledged and accepted by the Finance Department. These funds are included in the 2024 budget.

Victim Services Unit Funding

Source	2023	2024
17th Judicial District VALE Grant	\$38,000	\$38,000
VOCA Grant	\$173,548	\$191,006
City of Thornton	\$360,315	\$363,493
City of Northglenn	\$154,421	\$155,785
Total	\$726,284	\$748,284

STAFF RECOMMENDATION

Staff recommends approval of CR-158.

STAFF REFERENCE

If Council Members have any questions, please contact James S. May, Jr., Chief of Police, at jmay@northglenn.org or 303.450.8967.

CR-158 – 2024 Northglenn/Thornton Shared Victim Services IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-158
Series of 2023

Series of 2023

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 the 2024 Shared Victim Services Unit, 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 _____ 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

HILARY M. GRAHAM
Acting City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2024

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 _____, 2024.

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, six full-time Victim Advocate Specialists 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, and donations from citizens. The 2024 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

1. During the term of this Agreement, the total budget of the Unit for 2024 is \$748,284.00 The City of Thornton shall receive and administer V.A.L.E. Grant award for the Unit for the year 2024 in the amount of \$38,000.00 and V.O.C.A. Grant money granted for the Unit for the year of 2024 in the amount of \$191,006.00 along with additional Unit contributions provided by the Cities as contemplated herein.
2. The V.A.L.E. grant will cover 5.07% and V.O.C.A. 25.53% of the total 2024 budget. The remaining 69.40% of the budgeted amount is to be shared by Thornton and Northglenn with a 70-30 split. As a result, Thornton shall participate in and pay

seventy percent 70% of the total funding required for the Unit, \$363,493.00, and Northglenn shall participate in and pay thirty percent 30% of the total funding required for the Unit, \$155,785.00, as reflected in the 2024 Budget. Due to rounding in the Exhibit, the precise contributions of each City are reflected herein. The Cities each respectively represent 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 2024 in the amount of \$155,785.00 to be paid in equal quarterly payments of \$38,946.00. The first and second quarter payments are due on April 1 with subsequent payments due on July 1, and October 1, 2024. At the end of the 2024 fiscal year, Thornton will report on all expenditures to Northglenn and return all unexpended funds.

The Supervisor of the Unit and eight full-time Victim Advocate Specialists shall be employees of the City of Thornton, and receive those benefits provided to such employees under the City Charter, City Code, and applicable City policies.

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 at the rate currently established for employees of the City of Thornton, assuming they do not use a city vehicle. 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.

3. The City of Thornton Police Department will serve as the custodian for all documents housed on its premises or on its servers, including electronic documents. These documents may be protected from disclosure or release by a number of laws, including, but not limited to, the Colorado Criminal Justice Records Act, C.R.S. §§ 24-72-301 *et. seq.*, and the Victim Rights Act, C.R.S. §§ 24-4.1-301 *et. seq.* Documents may only be released in compliance with such laws.

IV. LIABILITY AND INSURANCE

The Cities hereby agree that liability for any intentional or negligent acts or omissions of the Victim Advocate Supervisor, of the Victim Advocate Specialists, or any other staff, including volunteers, of the Unit shall be the responsibility of the City having jurisdiction of the case at issue that requires the assistance of the Unit. Each City shall have general liability insurance coverage for protection against claims for bodily injury, death, property damage or personal injury which may arise out of the administration of the Unit or the actions of the Unit's staff, including volunteers. The Cities agree that nothing herein is intended to constitute, nor shall it be construed as constituting, a waiver by either Party of the monetary limits of or any rights, immunities, and/or protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as amended, or any other federal or state law.

V. TERM OF AGREEMENT

This Agreement shall commence operation from January 1, 2024 and shall terminate December 31, 2024, unless this Agreement is renewed or extended by intergovernmental agreement between the Cities.

V. TERMINATION

Either City may terminate this IGA by providing 60 days notice of termination to the other City. Upon receipt of such notice, the other City 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.

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[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AS TO FORM:

CITY OF THORNTON, COLORADO

Tami Yellico
City Attorney

Kevin Woods
City Manager

ATTEST:

Kristen Rosenbaum
City Clerk

APPROVED AS TO FORM:

CITY OF NORTHGLENN, COLORADO

Corey Hoffmann
City Attorney

Meredith Leighty
Mayor

ATTEST:

Johanna Small
City Clerk

EXHIBIT A

2024 VICTIM SERVICES BUDGET (JDE FORMAT)

	<u>BUDGET</u>	<u>THORNTON</u>	<u>NORTHGLENN</u>	<u>VALE</u>	<u>VOCA</u>		2024 JDE Budget	Difference	Initial Difference
							Hand Key		Manual Input
Regular Salaries	\$ 507,266.00	\$ 194,782.00	\$ 83,478.00	\$ 38,000.00	\$ 191,006.00		\$ 507,266	\$ -	\$ -
Overtime Pay	32,714.00	22,900.00	9,814.00				32,714	-	-
Bilingual Compensation	4,200.00	2,940.00	1,260.00				4,200	-	-
Stand-By Pay	23,162.00	16,213.00	6,949.00				23,162	-	-
Pension Contributions	38,222.00	26,755.00	11,467.00				38,223	(1)	1
Social Security	41,726.00	29,208.00	12,518.00				41,725	1	
Health/Life Insurance (Includes Full-Time Position - 30% of each salary)	67,426.00	47,198.00	20,228.00				67,426	-	-
Training & Travel	11,200.00	7,840.00	3,360.00				11,200	-	-
Awards/Incentives	2,997.00	2,098.00	899.00				2,997	-	-
Fuel	-	-	-				-	-	-
Vehicle Maintenance	-	-	-				-	-	-
RHS Contributions	3,822.00	2,675.00	1,147.00				3,822	-	-
Personnel	\$ 732,735.00	\$ 352,609.00	\$ 151,120.00	\$ 38,000.00	\$ 191,006.00	\$ -	\$ 732,735		
Dues, Subs. & Pubs	\$ 149.00	\$ 104.00	\$ 45.00				150	(1)	1
Utilities/Comm/Postage	-	-	-				-	-	-
Contractual Services	\$ 149.00	\$ 104.00	\$ 45.00	\$ -	\$ -	\$ -	\$ 150		
Supplies	\$ 2,200.00	\$ 1,540.00	\$ 660.00				2,200	-	-
Victim Services Expense	8,000.00	5,600.00	2,400.00				8,000	-	-
Uniforms	5,200.00	3,640.00	1,560.00				5,200	-	-
V.S. Donations or SUP Supplies	-	-	-				-	-	-
Commodities	\$ 15,400.00	\$ 10,780.00	\$ 4,620.00	\$ -	\$ -	\$ -	\$ 15,400		
Information Technology	\$ -	\$ -	\$ -				-	-	-
Reprographics	-	-	-				-	-	-
Internal Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Other Equipment	\$ -	\$ -	\$ -				-	-	-
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 748,284.00	\$ 363,493.00	\$ 155,785.00	\$ 38,000.00	\$ 191,006.00	\$ -	\$748,285.00	-\$1.00	\$2.00
Total without VALE & VOCA	\$ 519,278.00	\$ 363,493.00	\$ 155,785.00						
City Split		70%	30%						
City Split w/o IT Charges & Other Eqpt	\$ 519,278.00	\$ 363,493.00	\$ 155,785.00						
		70%	30%						
	2024	\$ 363,493.00	\$ 155,785.00						
	2023	\$ 360,315.00	\$ 154,421.00						
	2024 increase (decrease) for cities	\$ 3,178.00	\$ 1,364.00						