

NORTHGLENN POLICE DEPARTMENT MEMORANDUM

#2009-03

Date March 5, 2009

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

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

SUBJECT: CR- 16 Northglenn/Thornton Victim Services IGA

RECOMMENDATION:

Approve the 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.

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 around 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 2009 is \$365,969.00. 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 17.8% or \$65,209.00. The federal Victims of Crime Act (V.O.C.A.) Grant funds 10.3% or \$37,694.00. The cities of Thornton and Northglenn fund the remaining 71.5% or \$261,736.00. Of the remaining \$261,736.00, the City of Thornton is responsible for 70% or \$183,215.20 and the City of Northglenn pays the remaining 30% or \$78,520.80.

The City Attorney has approved this IGA as to form.

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BUDGET IMPLICATIONS:

There is a financial cost to the City. Northglenn's participant share, \$78,520.80 is in the 2009 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: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-16
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.

SHERI L. PAIZ
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2009.

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 _____, 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 Services Supervisor, three Victim Advocate Specialists, one Part-time Contract 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 and donations from citizens. The proposed 2009 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 2009 in the amount of sixty five thousand, two hundred and nine dollars (\$65,209.00) and V.O.C.A. Grant money awarded to the Unit for the year 2009 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 point eight percent (17.8%) and V.O.C.A. ten point three percent (10.3%) of the total 2009 budget. Donations from citizens will cover point zero three percent (.03%) The remaining seventy one point eight seven percent (71.87%) 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 2009 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 2009 in the amount of seventy eight thousand, five hundred and twenty dollars and eighty cents (\$78,520.80) to be paid in equal quarterly payments of nineteen thousand, six hundred and thirty dollars and twenty cents (\$19,630.20) due on February 15, April 1, July 1, and October 1, 2009. At the end of the 2009 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 contract Victim Advocate Specialist Position shall be a 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, 2009, and shall terminate December 31, 2009, 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:
COLORADO

CITY OF THORNTON,

Margaret Emerich
City Attorney

Jack Ethredge
City Manager

ATTEST:

Nancy Vincent
City Clerk

APPROVED AS TO FORM:
COLORADO

CITY OF NORTHGLENN,

Corey Hoffmann
City Attorney

Kathleen M. Novak
Mayor

ATTEST:

Johanna Small
City Clerk

EXHIBIT A

Thornton/Northglenn Victim Services Unit Proposed 2009 Budget - 40660

Category	Budget	Thornton 50.1%	Northglenn 21.5%	VALE 17.8%	VOCA 10.3%	Citizen Donations 0.3%
Reg. Salaries	231,892.00	112,819.70	48,351.30	45,000.00	25,721.00	
Benefits	74,487.00	47,380.90	20,306.10	6,800.00		
Contract Sal.	25,382.00			13,409.00	11,973.00	
Overtime	3,327.00	2,328.90	998.10			
Standby Pay	4,000.00	2,800.00	1,200.00			
Training & Travel	11,485.00	8,039.50	3,445.50			
Vol. Awards & Incentives	2,200.00	1,540.00	660.00			
Dues, Subs., & Pubs.	865.00	605.50	259.50			
General Supplies	2,038.00	1,426.60	611.40			
Supplies for Victims	8,138.00	4,765.60	2,042.40			1,330.00
Reprographic	2,155.00	1,508.50	646.50			
TOTAL	\$365,969.00	\$183,215.20	\$78,520.80	\$65,209.00	\$37,694.00	\$1,330.00

12.10.08