

**NORTHGLENN POLICE DEPARTMENT
MEMORANDUM
#23-2020**

DATE: November 23, 2020

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*
Brandon A. Hipp, Acting Commander/Investigations

SUBJECT: CR-165 – 2021 Northglenn/Thornton Victim Services IGA

PURPOSE

To approve CR-165, a resolution approving an Intergovernmental Agreement (IGA) between the City of Thornton and City of Northglenn for victim services in 2021.

BACKGROUND

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

The total VSU budget for 2021 is \$626,834, up from \$623,396 in 2020. Each year, the VSU secures funds from a variety of sources. For 2021, the 17th Judicial District Victim Assistance Law Enforcement (V.A.L.E.) Grant will fund \$38,000 and the Federal Victims of Crime Act (V.O.C.A.) Grant will fund \$173,996, which is \$20,676 more than last year.

Due to budget restraints, the City of Thornton reduced its funding from \$302,453 to \$290,384. The IGA sets the formula for the sharing of financial costs of the VSU between the two police departments, with a 70 to 30 ratio for Thornton to Northglenn. Thus, Northglenn will pay \$124,454, a \$5,168 decrease from 2020. Combined, Thornton and Northglenn will fund \$414,840, down from \$432,076 in 2020. Minor variances in allocation, which are due to formula rounding, have been acknowledged and accepted by the Finance Department.

Victim Services Unit Funding

Source	2020	2021
17th Judicial District Victim Assistance Law Enforcement (V.A.L.E.) Grant	\$38,000	\$38,000
Federal Victims of Crime Act (V.O.C.A.) Grant	\$153,320	\$173,996
City of Thornton	\$302,453	\$290,384
City of Northglenn	\$129,622	\$124,454
Total	\$623,396	\$626,834

Although there is a decrease in Northglenn's contribution, the City will still have the services of an additional victim advocate specifically trained to assist victims of sexual assaults, cases of which continue to increase. The City of Northglenn could not provide the mandated support to victims, witnesses, and family members of crimes and tragedies if the IGA is not approved.

STAFF RECOMMENDATION

Staff recommends approval of CR-165, a resolution that, if approved, would authorize the Mayor to execute the Intergovernmental Agreement on behalf of the City.

BUDGET/TIME IMPLICATIONS

The cost of \$124,454 will be funded from the Police Department budget.

STAFF REFERENCE

If Council members have any questions, they may contact Police Chief James S. May Jr. at 303.450.8967 or jmay@northglenn.org.

SPONSORED BY: MAYOR LEIGHTY

COUNCLMAN'S RESOLUTION

RESOLUTION NO.

No. CR-165
Series of 2020

Series of 2020

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 2021 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 _____ 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT
SHARED VICTIM SERVICES UNIT
THORNTON/NORTHGLENN – 2021

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 _____, 2020.

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 2021 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 2021 is \$626,834.00. The City of Thornton shall receive and administer V.A.L.E. Grant award for the Unit for the year 2021 in the amount of \$38,000.00 and V.O.C.A. Grant money granted for the Unit for the year of 2021 in the amount of \$173,996 along with additional Unit contributions provided by the Cities as contemplated herein.
2. The V.A.L.E. grant will cover 6.06% and V.O.C.A. 27.76.% of the total 2021 budget. The remaining 66.18% of the budgeted amount 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, \$290,384, and Northglenn shall participate in and pay thirty percent 30% of the total funding required for the Unit, \$124,454, as reflected in the 2021 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 2021 in the amount of \$124,454.00 to be paid in equal quarterly payments of \$31,113.50. The first and second quarter payments are due on April 1 with subsequent payments due on July 1, and October 1, 2021. At the end of the 2021 fiscal year, Thornton will report on all expenditures to Northglenn and return all unexpended funds.

The Supervisor of the Unit and four full-time Victim Advocate Specialists and two contract 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, 2021 and shall terminate December 31, 2021, 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

Luis Corchado
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
2021 VICTIM SERVICES BUDGET (JDE FORMAT)

	<u>BUDGET</u>	<u>THORNTON</u>	<u>NORTHGLENN</u>	<u>VALE</u>	<u>VOCA</u>
Regular Salaries	\$ 455,098.00	\$ 170,171.00	\$ 72,931.00	\$ 38,000.00	\$ 173,996.00
Overtime Pay	6,233.00	4,363.00	1,870.00		
Bilingual Compensation	4,000.00	2,800.00	1,200.00		
Stand-By Pay	17,635.00	12,344.00	5,291.00		
Pension Contributions	22,145.00	15,501.00	6,644.00		
Social Security	36,640.00	25,648.00	10,992.00		
Health/Life Insurance (Includes Full-Time Position - 30% of each salary)	66,037.00	46,226.00	19,811.00		
Training & Travel	7,586.00	5,310.00	2,276.00		
Awards/Incentives	850.00	595.00	255.00		
Fuel	542.00	379.00	163.00		
Vehicle Maintenance	1,981.00	1,387.00	594.00		
RHS Contributions	1,061.00	743.00	318.00		
Personnel	\$ 619,808.00	\$ 285,467.00	\$ 122,345.00	\$ 38,000.00	\$ 173,996.00
Dues, Subs. & Pubs	\$ 149.00	\$ 104.00	\$ 45.00		
Utilities/Comm/Postage	(1.00)	(1.00)	-		
Contractual Services	\$ 148.00	\$ 103.00	\$ 45.00	\$ -	\$ -
Supplies	\$ 1,229.00	\$ 860.00	\$ 369.00		
Victim Services Expense	4,633.00	3,243.00	1,390.00		
Uniforms	1,016.00	711.00	305.00		
V.S. Donations or SUP Supplies	-	-	-		
Commodities	\$ 6,878.00	\$ 4,814.00	\$ 2,064.00	\$ -	\$ -
Information Technology	\$ -	\$ -	\$ -		
Reprographics	-	-	-		
Internal Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment	\$ -	\$ -	\$ -		
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 626,834.00	\$ 290,384.00	\$ 124,454.00	\$ 38,000.00	\$ 173,996.00
Total without VALE & VOCA	\$ 414,838.00	\$ 290,384.00	\$ 124,454.00		
City Split		70%	30%		
City Split w/o IT Charges & Other Eqpt	\$ 414,838.00	\$ 290,384.00	\$ 124,454.00		
		70%	30%		
	2021	\$ 290,384.00	\$ 124,454.00		
	2020	\$ 268,173.00	\$ 114,632.00		
	2021 increase (decrease) for cities	\$ 22,211.00	\$ 9,822.00		

2021 JDE Budget	Difference	Initial Difference
Hand Key		Manual Input
\$ 455,098	\$ -	\$ -
6,233	-	-
4,000	-	-
17,635	-	1
22,145	-	1
36,641	(1)	1
66,037	-	-
7,586	-	-
850	-	-
542	-	-
1,981	-	-
1,061	-	-
\$ 619,809		
150	(1)	1
-	(1)	1
\$ 150		
1,229	-	-
4,633	-	-
1,015	1	-
-	-	-
\$ 6,877		
-	-	-
-	-	-
\$ -		
-	-	-
\$ -		
\$626,836.00	-\$2.00	\$5.00