



**NORTHGLENN POLICE DEPARTMENT  
COUNCIL MEMORANDUM #2017-01**

DATE: January 23, 2017

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager   
James S. May, Jr., Chief of Police 

SUBJECT: **Council Resolution #7**  
2017 Northglenn/Thornton Victim Services Unit IGA

**PURPOSE**

The City Council is considering a Resolution to approve an Intergovernmental Agreement between the City of Thornton and City of Northglenn for victim services for fiscal year 2017.

**BACKGROUND**

The City Council is considering a Resolution to approve an Intergovernmental Agreement between the City of Thornton and City of Northglenn for victim services for fiscal year 2017.

The IGA sets forth the formula for the sharing of the financial costs of the Victim Services Unit with the Thornton Police Department. The total Victim Services Unit budget for 2017 is \$500,564 of which Thornton pays solely for the IT person at \$36,314 or 7.26%. Each year, the VSU secures funds from a variety of sources to pay for services it provides. The 17<sup>th</sup> Judicial District Victim Assistance Law Enforcement (V.A.L.E.) Grant will fund \$45,603 which is 9.11% of the budget. The Federal Victims of Crime Act (V.O.C.A.) Grant will fund 8.98% or \$44,954. The cities of Northglenn and Thornton fund the remaining 74.65% or \$373,693. The City of Thornton is responsible for 70% or \$261,585. The City of Northglenn pays the remaining 30% or \$112,108 which will be made in equal payments of \$28,027 quarterly to the City of Thornton.

2017 Total Victim Services Unit Budget				
		Agency Contributions	Grants Received	Balance
<b>Total 2017 Budget</b>	<b>\$500,564</b>			
<b>IT Services - Paid Solely By Thornton PD</b>		\$36,314.00		\$464,250.00
<b>2017 VALE Grant</b>			\$45,603.00	\$418,647.00
<b>2017 VOCA Grant</b>			\$44,954.00	\$373,693.00
<b>City of Thornton's 70% Share</b>		\$261,585.00		\$112,108.00
<b>City of Northglenn's 30% Share</b>		\$112,108.00		\$0.00

The IGA is typically presented in November/December. However, due to the 17<sup>th</sup> Judicial District V.A.L.E. Board's late November meeting and receiving notification of V.A.L.E. funding for the 2017 Northglenn/Thornton in December, we were unable to present the IGA to City Council during the December Council meetings.

**BUDGET/TIME IMPLICATIONS**

The 2017 Victim Services Unit budget was reduced by \$11,571 due to a 30% decrease in V.A.L.E. funding. The 17<sup>th</sup> Judicial District V.A.L.E. Board has asked Victim Services to decrease their request for funding as we have received funding for 20 plus years. V.A.L.E. funding for 2018 will also be decreased by an additional 30 per cent.

The City of Northglenn's participant share of \$112,108, which includes the \$5,935 additional increase from our 2016 contribution, is in the 2017 Police Department General Fund Administration Professional Services budget which will be able to absorb the increase.

### **CITY COUNCIL OPTIONS**

The City of Northglenn would not be able to provide state-mandated support to our victims, witnesses and family members if the Intergovernmental Agreement is not approved.

### **STAFF 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 for fiscal year 2017.

### **STAFF REFERENCE**

If Council Members have any comments or questions, they may contact Chief James S. May, Jr., at 303-450-8967, [jmay@northglenn.org](mailto:jmay@northglenn.org) or Commander Ron Osgood at 303-450-8968, [rosgood@northglenn.org](mailto:rosgood@northglenn.org).

### **ATTACHMENTS**

2017 Northglenn/Thornton Victim Services Unit IGA

msn

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-7  
Series of 2017

\_\_\_\_\_  
Series of 2017

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 the 2017 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 \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 – 2017**

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 \_\_\_\_\_, 2016.

**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, four 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, 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 2017 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**

During the term of this Agreement, the total budget of the Unit for 2017 is \$500,564.00. The City of Thornton shall receive and administer V.A.L.E. Grant award for the Unit for the year 2017 in the amount of \$45,603.00 and V.O.C.A. Grant money granted for the Unit for the year of 2017 in the amount of \$44,954.00 along with additional Unit contributions provided by the Cities as contemplated herein.

The V.A.L.E. grant will cover 9.11% and V.O.C.A. 8.98% of the total 2017 budget. Thornton will cover 7.26% equaling \$36,314.00 for I.T. costs along with the remaining 74.65% 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, \$261,585.00, and Northglenn shall participate in and pay thirty percent 30% of the total funding required for the Unit, \$112,108.00, as reflected in the 2017 Budget. 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 2017 in the amount of \$112,108.00 to be paid in equal payments of \$28027.00. The first and second quarter payments are due on April 1 with subsequent payments due on July 1, and October 1, 2017. At the end of the 2017 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 known as an "FLSA" Excluded Employee. Other employees of the Unit shall include:

1. Four full-time Victim Advocate Specialists, who 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 Employees under the City Charter and Ordinances of the City 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 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, 2017 and shall terminate December 31, 2017, 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.

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**[SIGNATURES ON THE FOLLOWING PAGE]**

APPROVED AS TO FORM:

CITY OF THORNTON, COLORADO

\_\_\_\_\_  
Luis Corchado  
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