#### POLICE MEMORANDUM #2-2025

**DATE:** Jan. 13, 2025

**TO:** Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: James S. May, Jr., Chief of Police

Randall L. Darlin, Deputy Chief of Police

**SUBJECT:** CR-7 – 2025 Northglenn/Thornton Shared Victim Services IGA

#### **PURPOSE**

To consider CR-7, a resolution approving an Intergovernmental Agreement (IGA) between the City of Northglenn and the City of Thornton for victim services in 2025.

#### **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 2025 is \$789,964, an increase from \$748,284 in 2024. Each year, the VSU secures funds from a variety of sources. For 2025, 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 \$155,448, which for VOCA is a decrease of \$35,558 from last year.

#### **BUDGET/TIME IMPLICATIONS**

The IGA sets the formula for sharing the financial costs of the VSU between the two cities. Thornton is responsible for 70%, or \$417,561. Northglenn pays the remaining 30% or \$178,955, a \$23,170 increase from 2024. Combined, Thornton and Northglenn would fund \$596,516, an increase from \$519,278 in 2024. The Finance Department has acknowledged and accepted minor variances in allocation due to formula rounding. These funds are included in the 2025 Budget.

#### **Victim Services Unit Funding**

Source	2024	2025
17th Judicial District VALE Grant	\$38,000	\$38,000
VOCA Grant	\$191,006	\$155,448
City of Thornton	\$363,493	\$417,561
City of Northglenn	\$155,785	\$178,955
Total	\$748,284	\$789,964

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# **STAFF RECOMMENDATION**

Staff recommends approval of CR-7.

# **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-7 – 2025 Northglenn/Thornton Shared Victim Services IGA

SPONSORED BY: MAYOR LEIGHTY COUNCIL MEMBER'S RESOLUTION RESOLUTION NO. No. CR-7 Series of 2025 Series of 2025 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: The Intergovernmental Agreement between the City of Thornton and the Section 1. City of Northglenn for the 2025 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 \_\_\_\_\_ 2025. MEREDITH LEIGHTY Mayor ATTEST: JOHANNA SMALL, MMC City Clerk APPROVED AS TO FORM: COREY Y. HOFFMANN

City Attorney

# INTERGOVERNMENTAL AGREEMENT SHARED VICTIM SERVICES UNIT THORNTON/NORTHGLENN – 2025

THIS AGREEMEN	T is made and	entered into	by and betwee	n the City o	f Thornton,
Colorado (Thornton	) and the City o	of Northglenn,	Colorado (North	nglenn) this _	
day of	, 2025.	_	•		

#### 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 Manager, eight 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 2025 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 Manager 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 2025 is \$596,516.00 The City of Thornton shall receive and administer V.A.L.E. Grant award for the Unit for the year 2025 in the amount of \$38,000.00 and V.O.C.A. Grant money granted for the Unit for the year of 2025 in the amount of \$155,448.00 along with additional Unit contributions provided by the Cities as contemplated herein.
- 2. The V.A.L.E. grant will cover 6.37% and V.O.C.A. 26.06% of the total 2025 budget. The remaining 67.57% 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, \$417,561.00, and Northglenn shall participate in and pay thirty percent 30% of the total funding required for the Unit, \$178,955.00, as reflected in the 2025 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 2025 in the amount of \$178,955.00 to be paid in equal quarterly payments of \$44,738.75. The first and second quarter payments are due on April 1 with subsequent payments due on July 1, and October 1, 2025. At the end of the 2025 fiscal year, Thornton will report on all expenditures to Northglenn and return all unexpended funds.

The Manager 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 Manager 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, 2025 and shall terminate December 31, 2024, unless this Agreement is renewed or extended by intergovernmental agreement between the Cities.

# V. <u>TERMINATION</u>

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. <u>SEVERABILITY</u>

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 ATTEST:	Tansy Hayward City Manager
Kristen Rosenbaum City Clerk	
APPROVED AS TO FORM:	CITY OF NORTHGLENN, COLORADO
Corey Hoffmann City Attorney ATTEST:	Meredith Leighty Mayor
Johanna Small City Clerk	

# **EXHIBIT A**

# 2025 VICTIM SERVICES BUDGET (JDE FORMAT)

		BUDGET		THORNTON	N	ORTHGLENN		VALE		VOCA	
Regular Salaries	\$	528.101.00	\$	234.257.00	\$	100.396.00	\$	38.000.00	\$	155,448.00	
Overtime Pay	-	39,476.00	-	27,633.00	•	11,843.00	•		•	,	
Bilingual Compensation		5.000.00		3.500.00		1,500.00					
Stand-By Pay		23,648.00		16,554.00		7,094.00					
Pension Contributions		39.799.00		27,859.00		11,940.00					
Social Security		43,440.00		30,408.00		13,032.00					
Health/Life Insurance (Includes Full-Time Position - 30%		10,110.00		00,100.00		.0,002.00					
of each salary)		70,196.00		49,137.00		21,059.00					
Training & Travel		11,300.00		7,910.00		3,390.00					
Awards/Incentives		3,096.00		2,167.00		929.00					
Fuel		· <u>-</u>		· -		-					
Vehicle Maintenance		150.00		105.00		45.00					
RHS Contributions		5,630.00		3,941.00		1,689.00					
Personnel	\$	769,836.00	\$	403,471.00	\$	172,917.00	\$	38.000.00	\$	155,448.00	\$ -
Dues, Subs. & Pubs	\$	349.00	\$	244.00	\$	105.00	-	,		,	
Utilities/Comm/Postage		-		_		-					
Contractual Services	\$	349.00	\$	244.00	\$	105.00	\$	-	\$	-	\$ -
Supplies	\$	6,581.00	\$	4,607.00	\$	1,974.00					
Victim Services Expense		8,000.00		5,600.00		2,400.00					
Uniforms		5,198.00		3,639.00		1,559.00					
V.S. Donations or SUP Supplies		· <u>-</u>		· -		-					
Commodities	\$	19,779.00	\$	13,846.00	\$	5,933.00	\$	-	\$	-	\$ -
Information Technology	\$	-	\$	-	\$	-					
Reprographics		-		-		-					
Internal Service Charges	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
Other Equipment	\$	-	\$	-	\$	-					
Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
TOTAL	\$	789,964.00	\$	417,561.00	\$	178,955.00	\$	38,000.00	\$	155,448.00	\$ -
Total without VALE & VOCA	\$	596,516.00	\$	417,561.00	\$	178,955.00					
City Split				70%		30%					
City Split w/o IT Charges & Other Eqpt	\$	596,516.00	\$	417,561.00	\$	178,955.00					
	•	,	<u> </u>	70%		30%					
		2025	\$	417,561.00	\$	178,955.00					
		2024		363,493.00	\$	155,785.00					
2025 increas	e (de	crease) for cities		54,068.00	\$	23,170.00					
	•	•	_		_	15%					

2025 JDE	D:((	Initial				
Budget	Difference	Difference				
Hand Key		Manual Input				
\$ 528,101.00	\$ -	\$ -				
39,476	-	-				
5,000	-	-				
23,648	-					
39,800	(1)	1				
43,440	-					
70,195	1	-				
11,300	-	-				
3,096	-	-				
-	-	-				
150	-	-				
5,630	-	-				
\$ 769,836						
350	(1)	1				
-	-					
\$ 350						
6,581	-	-				
8,000	_	_				
5,198	_	_				
-	_	_				
\$ 19,779						
-	-	-				
-	-	-				
\$ -						
-	-	-				
\$ -						
\$789,965.00	-\$1.00	\$2.00				