



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFFERY R. ENGEL
CHIEF OF POLICE

To: *Mayor Angela Ternus, Mayor Pro Tem Hutchins, and Board of Trustees*

From: *Jeff Engel, Chief of Police*

Subject: Contractual Service Agreement with Patty Anne Fontenot

Date: January 14, 2025

SUMMARY:

Victim Advocates provide essential support when a crime or municipal ordinance, as governed under the Victim Bill of Rights, occurs, and the victim requests such services. The State of Colorado, under Colorado Revised Statute 24-4.1-302.05 (3), encourages municipalities and municipal courts to adopt policies that grant crime victims their rights at the municipal court level.

Within the Elizabeth Police Department, Victim Advocacy extends beyond the services outlined in the Victim Bill of Rights. Advocates not only assist victims in navigating the judicial process at the municipal court level but also provide critical resources to citizens facing significant crisis situations. Additionally, they actively participate in community events such as Elizabash, Trick or Treat Street, and the Mayor's Tree Lighting, further fostering community engagement and support.

Since 2021, Patricia Ann Fontenot has delivered invaluable victim advocacy services to the residents of the Town of Elizabeth. Her contributions have significantly benefited the community, providing vital assistance and support during challenging times.

Each year, the Elizabeth Police Department and Patricia Ann Fontenot formalize their partnership through a contractual agreement outlining expenditures and terms of service, ensuring the continuity and effectiveness of these essential advocacy services.

STAFF RECOMMENDATION:

The services provided by Patricia Ann Fontenot have been invaluable to both the Elizabeth Police Department and the community. Her expertise and dedication have consistently enhanced the department's ability to support victims and address community needs. The Elizabeth Police Department fully supports the continued partnership with Patricia Ann Fontenot and strongly recommends the approval of the contract.

BUDGET CONSIDERATIONS:



TOWN OF ELIZABETH POLICE DEPARTMENT

**JEFFERY R. ENGEL
CHIEF OF POLICE**

The 2025 budget has allocated funds and designated a line item for victim advocacy services provided by Patricia Ann Fontenot

ATTACHMENT(S)
Contractual agreement

RESOLUTION 25R03

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ELIZABETH AND PATRICIA ANN FONTENOT TO PROVIDE VICTIM ADVOCATE SERVICES TO THE TOWN OF ELIZABETH

WHEREAS Colorado Revised Statute 24-4.1-302.05(3) encourages municipalities and municipal courts to provide crime victim services for municipal court actions; and

WHEREAS, since 2021 Patricia Ann Fontenot has provided services to the Town of Elizabeth, and has benefited the citizens of the Town of Elizabeth; and

WHEREAS the 2025 adopted budget anticipated the continuation of this agreement for victim services, and funds have been allocated accordingly.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees hereby authorizes the Mayor to execute and enter into a Personal [Professional] Services Agreement [attached hereto] with Patricia Ann Fontenot to provide victim advocate services for the Town of Elizabeth.

PASSED, APPROVED, and ADOPTED this 14th day of January 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

PERSONAL SERVICES AGREEMENT BETWEEN PATRICIA ANN FONTENOT AS PROVIDER OR CONTRACTOR
AND THE TOWN OF ELIZABETH

CONTRACTOR The Provider shall perform its duties, Attachment A, hereunder as an independent contractor and not as an employee of the Town of Elizabeth. Neither the provider nor any agent or employee of the Provider shall be or shall be deemed to be an agent or employee of the Town of Elizabeth.

TERM The term of this Agreement shall commence on the 1st day of January 2025 and shall terminate on the 31st day of December 2025 (the "Expiration Date"). For purposes of this Agreement, "Expiration Date" shall also mean and refer to December 31 of subsequent years if the Agreement is renewed as set forth below, unless earlier terminated pursuant to Section IO herein.

AUTOMATIC RENEWAL This Agreement may be renewed on the Expiration Date of each year for up to three (3) additional one (1) year terms, unless either party gives written notice of nonrenewal at least thirty (30) days before the Expiration Date.

COMPENSATION In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation \$1,250.00 per month. A portion of the compensation provided by this agreement is intended to offset the insurances costs of the Contractor, if insurance rates change more than 10% in any given year, the Provider may submit a change rate request 90 days prior to the end of the fiscal year for review.

BILLING The Provider shall provide an invoice by the last working day of the month to the Police Chief for review and approval.

CREDENTIALING

- The Provider agrees to meet credentialing standards.
- The Provider certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses certifications, approved, insurance, etc. required to properly provide the services and/pr supplies covered by this contract. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Provider to properly perform this contract, shall be grounds for termination of this contract.
- The Provider further certifies that, if a foreign corporation, a limited liability company, a limited partnership or a limited liability partnership, it currently has a Certified of Good certification shall be provided upon request.

CONFORMANCE WITH THE LAW Adhere to all applicable federal and state law as and regulations (Civil Rights Act, ADA, ADEA, etc.) Comply with all laws and regulations prohibiting discrimination.

PERFORMANCE MONITORING The Provider shall permit the Chief of Elizabeth Police Department, or its authorized designee, to monitor all activities conducted by the Provider pursuant to the terms of this contract. As the monitoring agency, the Town of Elizabeth may, in its sole discretion, perform such

supervision as it deems necessary, such monitoring may consist of internal evaluation, procedures, examination of program data, special analyses, on-site verification, formal audit and examination or any other reasonable procedures. All such monitoring shall be performed in a manner that will not unduly interfere with the Contract work.

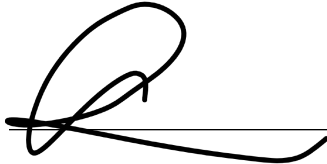
CONFIDENTIALITY All records and information by the Provider pertaining to persons served by the program shall remain confidential and shall not be released to anyone other than the person in interest without a specific order of the Court with proper jurisdiction.

HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the services provided by Contractor pursuant to this agreement.

INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future Town comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, and Contractor's agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement, in an amount no less than the limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as the same may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

Town of Elizabeth
Angela Ternus, Mayor



Contractor
Patricia A Fontenot

Attest:

Attachment A

Scope of Services

- 1) Provide victims of crime with written information about:
 - The rights enumerated in the Victim Rights Act.
 - The availability of financial resources such as victim compensation benefits and how to apply for those benefits;
 - The availability of protective court orders in order to obtain protection from the person accused of committing the crime;
 - The availability of public records related to the case;
 - Community services such as crisis intervention services, victim assistance resources, legal resources, mental health services, financial services and other support services;
 - Interpretation services, assistance in dealing with creditors due to financial setbacks caused by the crime and childcare to enable a crime victim to cooperate with the prosecution.

- 2) Provide the victim of crime with the business address and telephone number of the district attorney's office, the file number of the case and the name, business address and telephone number of any law enforcement officer assigned to investigate the case.

- 3) Keep the victim of crime informed as to whether a suspect has been taken into custody and, if known, whether the suspect has been released from custody and any bond conditions imposed upon the suspect.

- 4) Update the victim on the status of the case, prior to the filing of charges.

- 5) Upon the request of the victim, return the victim's property within five (5) working days when it is no longer needed for evidentiary reasons.

- 6) Inform victims of crime about decisions not to file charges in misdemeanor cases.

- 7) Inform all victims of cold cases of any change in the status of the case.

- 8) Upon written request, provide victims of cold cases for which the crime has a statute of limitations of longer than three years with an annual update concerning the status of the case.