

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LITTLETON
AND ARAPAHOE COMMUNITY COLLEGE
POLICE DEPARTMENT**

THIS AGREEMENT ("Agreement") is made this 21st day of July, 2015, by and between Arapahoe Community College, on behalf of its police department, hereinafter referred to as "ACC" and the City of Littleton, on behalf of the Littleton Police Department, hereinafter referred to as "LPD".

RECITALS

WHEREAS, it is the desire of both ACC and LPD, in the interest of public safety, to provide law enforcement services on and around the ACC campuses located at 5900 South Santa Fe Drive, 2400 West Alamo Street and 2625 West Church Avenue in Littleton, Colorado (the "Campuses"); and

WHEREAS, the parties are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each; and

WHEREAS, it is agreed between the parties that the following practices and procedures will govern law enforcement services on the Campuses.

NOW THEREFORE, ACC and LPD do hereby agree to:

1. Calls for Police Service
 - A. LPD will investigate all felony crimes against a person occurring on the Campuses. ACC agrees to contact LPD immediately upon the report of any felony crime, and an LPD officer will be dispatched to take the report.
 - B. LPD may initiate or assume the investigation of any incident on the Campuses. On any joint investigation, LPD will assume command of the investigation.
 - C. ACC police officers are authorized to enforce municipal parking, traffic and criminal codes only at the following streets and locations:

1. South Sumner Street from West Church Avenue to South Santa Fe Drive
 2. South Rapp Street from West Alamo Avenue to West Church Avenue
 3. South Curtice Street from West Alamo Avenue to West Church Avenue
 4. South Nevada Street from West Alamo Avenue to one block south of West College Drive
 5. South Prince Street from West Alamo Avenue to West Church Avenue
 6. West Church Avenue from South Prince Street to South Santa Fe Drive
 7. West College Drive from South Nevada Street to South Sumner Street
 8. On South Vinewood Street from South Sumner Street
 9. On South Vinewood Street through and including the Denver Seminary campus
 10. All property and parking lots owned, leased or contracted by ACC
- D. To the extent possible, ACC police officers are to conduct preliminary investigations as authorized in Section 1(c), above, in accordance with the policies and procedures of LPD and law enforcement best practices.

2. Calls for Assistance

- A. In cases where assistance is required by either party, the requested party shall provide such assistance in the form of personnel, facilities, and equipment, if it is within the ability of that party to provide such assistance.
1. Requests for assistance will normally be made through the dispatch center of either party, although other arrangements may be made as appropriate to the incident.
 2. The amount of aid available to the requesting party will depend upon staffing levels and facilities and equipment available at the time of the request.
 3. Press releases and media management will be the responsibility of the party with primary jurisdiction handling the investigation.
- B. Details of specific case exchange will be handled as needed through the following party representatives:
1. For LPD:

Doug Stephens, Chief of Police
2255 West Berry Avenue

Littleton, Colorado 80120-1801

2. For ACC:

Joseph Morris, Chief of Police
5900 South Santa Fe Drive
Littleton, Colorado 80120-1801

4. ACC agrees its jurisdiction is limited the specific authority granted in Section (1)(c) hereof. ACC agrees it has no jurisdiction to provide law enforcement services within the City of Littleton and will not perform law enforcement services within the City of Littleton without obtaining written authorization from LPD.

5. Without waiving any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, each party shall be responsible for any suits, demands, costs or actions resulting from its own acts or omissions, and the provisions of C.R.S. § 29-5-108 will not be applicable to the terms of this Agreement.

6. This Agreement shall not change the employment status of any employees of ACC or LPD. No party shall have the right to control or direct the activities of any employees of the other related to this Agreement.

7. This Agreement may be terminated upon thirty (30) days' written notice by either party.

8. This Agreement is the entire agreement between the parties. Any agreements prior to this date are considered null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

ATTEST:

CITY OF LITTLETON

By: _____
Wendy Heffner, City Clerk

Phil Cernanec, Mayor

APPROVED AS TO FORM

Kristin Schledorn, City Attorney

ARAPAHOE COMMUNITY COLLEGE

Diana Doyle, President

Joseph Morris, Chief of Police