

**Memorandum of Understanding**  
**For the 18<sup>th</sup> Judicial District Assessment Center**

THIS AGREEMENT, ("MOU") is made and entered into by and between the COUNTIES OF ARAPAHOE, DOUGLAS, ELBERT AND LINCOLN, the STATE OF COLORADO, a body politic and corporate regarding the use and benefit of the 18<sup>th</sup> Judicial Juvenile Assessment Center and the Arapahoe, Douglas, Elbert and Lincoln Counties Sheriffs' Offices; and the CITIES/TOWNS OF: AURORA, BENNETT, BOW MAR, CASTLE PINES NORTH, CENTENNIAL, CHERRY HILLS VILLAGE, COLUMBINE VALLEY, DEER TRAIL, ENGLEWOOD, FOXFIELD, GREENWOOD VILLAGE, GLENDALE, LARKSPUR, LITTLETON, SHERIDAN, LONE TREE, CASTLE ROCK, PARKER, ELIZABETH, KIOWA, SIMLA, ARIBA, GENOA, HUGO AND LIMON all the above collectively referred to as "Law Enforcement parties".

**WITNESSETH:**

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

**WHEREAS**, the entity known as the 18<sup>th</sup> Judicial District Juvenile Assessment Center (the "JAC") provides a centralized location for the coordinated provision of mental health, booking, detention screening, and other intervention programs and services for youth and their families who are referred to the JAC by the parties and/or any citizens of the 18<sup>th</sup> Judicial District; and

**WHEREAS**, the parties desire to enter into a new agreement for funding the JAC as described herein, which MOU supersedes all prior agreement and amendments.

**I. GENERAL PROVISIONS**

THE JUVENILE ASSESSMENT CENTER has been established as a 501©(3) with its own Board of Directors (hereinafter referred to as the Board) and by-laws, and consists of members from four segments of the 18<sup>th</sup> Judicial District. The parties acknowledge that the Board pursuant to its bylaws, has delegated the daily activities of the JAC to the Executive Director of the JAC.

Furthermore, the parties acknowledge the JAC provides statutorily mandated services concerning detained youth.

**II. POWERS OF THE JAC**

- A. **GENERAL POWERS.** The parties acknowledge the JAC is empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the JAC within a centralized location(s) within the 18<sup>th</sup> Judicial District for the use and benefit of the parties to this Agreement and their constituents. The parties hereto further agree the JAC Board shall have the authority reasonable and necessary to carry out the powers set forth in this agreement.

- B. **SPECIFIC POWERS.** The JAC provides the services identified below to children who are under the age of eighteen. The mission of the 18<sup>th</sup> Judicial District Juvenile Assessment Center is to provide a coordinated, multi-agency, single entry site, which contributes to the safety of youth, families and the community through early intervention, comprehensive assessment and improved access to appropriate services.
- C. **PRINCIPAL GOALS OF THE JAC ARE TO:**
1. Identify at-risk and delinquent youth in the community in need of the intervention;
  2. Enhance public safety through identification, comprehensive assessment, intervention and service referrals for at-risk and delinquent youth to include follow-up by JAC personnel;
  3. Provide a single point of entry for law enforcement allowing them to return to their other duties in a timely manner;
  4. Increase coordination of information and services;
  5. Utilize an individualized approach tailored to obtain positive outcomes for youth, families and the community;
  6. Increase effectiveness in the use of limited resources through the elimination of duplication of effort and enhanced accountability;
  7. Facilitate better working relationships between agencies serving youth, families and the community; and
  8. Serve as a resource to the community concerning youth related issues and services.
- D. **DUTIES OF THE JAC:**
1. Receive detainable and non-detainable youth from law enforcement officers 24/7/365.
  2. Provide rapid dissemination of assessment information to municipal, county and state courts, and collaborating agencies including but not limited to, the parties, school districts, Probation, Department of Human Services and Division of Youth Services in accordance with all laws, including those related to confidentiality;
  3. Assist with intervention planning concerning arrest, incarceration, intervention, and consequences for youth pursuant to the Juvenile Code and the Chief Judge order regarding the management of the juvenile detention population dated, April 13, 2010 and subsequent applicable orders;
  4. Prepare pre-disposition reports for municipal, county and state courts as ordered by the judicial officer;
  5. Provide pursuant to Section 19-2-508, C.R.S., short-term holding and assessment of juveniles: detained or arrested by Law Enforcement; juveniles with status, ordinance, misdemeanor or felony level charges; juveniles considered to be "at-risk" or "runaway"; or juveniles referred to or in the care of Human Services, who are not in immediate danger and who pose no threat to themselves or others (juveniles awaiting placement or family services);
  6. Receive and assess juveniles who are beyond the control of their parent(s) or schools and/or who are truant;
  7. Apply for, receive and administer grants and other sources of funding, and provide all services related to juveniles which monies are authorized by the terms of any such grant or funding awards;

8. Provide ongoing training of law enforcement personnel on changes in the Juvenile Code, accessing and using JAC services and detention screening procedure as applicable;
9. Provide screening of youth for Law Enforcement parties to determine eligibility for pretrial placement in Division of Youth Services' facilities and other facilities per local or state and local policy; or per Senate Bill 94 contract;
10. Any additional duties that are authorized in writing by the Board of Directors.

#### **E. DUTIES OF LAW ENFORCEMENT**

1. Notify the JAC via phone call to determine reason for transport and allow the JAC staff to pre-screen youth.
2. Ensure medical clearance is obtained for those youth where:
  - I. There are concerns regarding drug and alcohol intoxication within the last 24 hours, specifically:
    1. The youth has used alcohol and the blood alcohol (BAC) is above .05,
    2. The youth reports drug use within the last 24 hours
  - II. The youth identified as having injuries, been in an automobile accident, pregnant, sickness, communicable diseases, infections, or any serious medical concerns.
  - III. The youth reports being actively homicidal or suicidal with a plan.
  - IV. The youth reports having a history of diabetes, epilepsy or a seizure disorder and must have prescribed medications for the disorder.
3. The submitting LEO will be responsible to return to the JAC to transport a youth who is found to need medical clearance after JAC Staff takes custody. The transport is not the responsibility of the ACSO Detention Staff.
4. Provide JAC Staff with booking sheet and charging documents/ copies of warrant.
5. Conduct a search of the youth and itemize property prior to the JAC taking custody.
6. Remain on-site until release by JAC Staff.

### **III. FUNDING CONTRIBUTION OF PARTIES**

The parties agree that the fees to be charged for services shall be established by the Board and shall be uniform and reasonable. The parties agree that each party shall contribute to the JAC their fees as set forth herein.

- A. **LAW ENFORCEMENT PARTIES' CONTRIBUTIONS.** The annual funding contribution will be calculated using a formula that is weighed equally by each Law Enforcement parties' Total Population and the average of the Law Enforcement parties' usage of the JAC for the three calendar years preceding the date the preliminary budget is approved (the "Three-year Usage Period").

1. Total Population Calculation. One-half of the Law Enforcement parties' annual contribution will be determined as follows:
  - i. By identifying a total population figure for each Law Enforcement party using official demographic data provided by the Department of Local Affairs. The Sheriff's jurisdiction shall be the unincorporated portion of Arapahoe, Douglas,

Elbert, and Lincoln Counties, including those communities under contract with said Sheriffs' Office.

2. Program Usage. The remaining one-half of the Law Enforcement parties' annual contribution will be determined as follows:
  - i. The JAC shall keep a record of the number of youth referred or transported to the JAC by each Law Enforcement party during each full calendar year (the "Law Enforcement Parties Usage Number").
  - ii. All of the Law Enforcement Party Usage Numbers for the Three-Year Usage Period will be added together (the "three-year total usage number"). Each Law Enforcement Parties' percentage of the Three-Year Total Usage Number will determine one-half of their annual contribution.

- B. **FEE BASED CONTRIBUTION:** The parties agree that the Board shall have the power to set fees for non-party referred youth, which may be waived by the JAC Executive Director so long as said waivers are applied in a consistent manner and according to applicable laws including anti-discrimination laws.

#### IV. **APPROPRIATION AND PAYMENTS BY PARTIES OR OTHER ENTITIES**

- A. **APPROPRIATION AND PAYMENT OF FUNDS.** The parties agree to consider for appropriation the amounts computed as set forth annually which are to be expended by the JAC. The parties agree to pay said amounts to the JAC by January 31<sup>st</sup> of the year during which said monies are to be expended by the JAC. All payments to the JAC pursuant to this Agreement are, however, subject to annual appropriation by the parties hereto in the manner required by statute or ordinance. It is the intention of the parties that no multiple-year fiscal debt or other obligation shall be allowed by the agreement.

#### V. **REPORTS**

- A. **ANNUAL REPORT.** By July 1<sup>st</sup> of each year the JAC Executive Director shall prepare and present to the Board a comprehensive annual report of the JAC's activities and finances during the preceding year, which will be made available to the parties.
- B. **REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT.** The JAC Executive Director shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the JAC.
- C. **REPORTS REQUESTED BY THE PARTIES.** The JAC Executive Director shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

#### VI. **DEFAULT IN PERFORMANCE**

- A. In the event any party fails to pay its share of fees when due, or to perform any of its covenants and undertakings under this Agreement, the Board shall cause written notice to be given to the governing body of the party of the Board's intention to terminate said Agreement as to such party in default, unless such default is cured within thirty (30) days from the date of such notice. Absent timely cure said defaulting party shall thereafter be denied service by the JAC.

## **VII. TERM, RENEWAL AND TERMINATION OF AGREEMENT**

- A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect for a one-year term beginning January 1, 2019, and terminating December 31, 2019; provided that this agreement shall automatically renew for 10 successive one-year terms unless a party gives written notice of termination pursuant to subsection B of this section.
- B. **TERMINATION BY WRITTEN NOTICE.** This Agreement may be terminated by written notice from a party or parties to the Board at least 90 days prior to January 1<sup>st</sup> of any given year. Any party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its annual fee contributions previously paid to the JAC.
- C. **TERMINATION BY PARTY/LOSS OF FUNDS.** Upon termination of a party, whether by default in performance or by written notice, the remaining parties may continue to participate in this Agreement. The Board, upon such termination of a party or parties, shall act to adjust the budget of Annual Assessment to accommodate the loss in funds unless the remaining parties negotiate an amendment to the Agreement setting forth revised percentages of participation or the parties agree to terminate the Agreement.

## **VIII. SEVERABILITY CLAUSE**

If any provisions of this Agreement or the application thereof to any party or circumstances is held invalid, such invalidity shall not affect any other provision or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

## **IX. COUNTERPARTS**

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken, as a whole shall constitute one and the same instrument.

## **X. NO THIRD PARTY BENEFICIARIES**

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity as provided in 24-10-101, C.R.S., et. seq. and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof. The parties shall be responsible

for their own negligent acts and the conduct of their respective employees without waiving any protections afforded by the Governmental Immunity Act.

**XI. SUPERSEDES**

This Agreement supersedes and replaces all prior agreements among the parties whether written or oral.

**XII. NONDISCRIMINATORY POLICY**

The JAC shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, gender, sexual orientation or disability.

**XIII. NO GENERAL OBLIGATION INDEBTEDNESS**

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay the annual fees hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and appropriated each fiscal year and shall not in any way be considered to be a multi-fiscal year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution; a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

**SIGNATURES OF PARTIES:**

**JUVENILE ASSESSMENT CENTER**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

**ARAPAHOE COUNTY**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

TITLE

DATE

**ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF BENNETT)**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

**ARAPAHOE COUNTY (ON BEHALF OF CITY OF CENTENNIAL)**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

**ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF DEER TRAIL)**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

**ARAPAHOE COUNTY (ON BEHALF OF THE CITY OF FOXFIELD)**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

**CITY OF AURORA**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

TITLE

DATE

**CHERRY HILLS VILLAGE POLICE DEPARTMENT**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

TITLE

DATE

**COLOMBINE VALLEY POLICE DEPARTMENT**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

TITLE

DATE

**ENGLEWOOD POLICE DEPARTMENT**

\_\_\_\_\_

NAME OF AUTHORIZED PARTY

TITLE

DATE

**GREENWOOD VILLAGE POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**GLENDALE POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**CITY OF LITTLETON**

_____	_____	_____
MARK RELPH	CITY MANAGER	DATE

**LITTLETON POLICE DEPARTMENT**

_____	_____	_____
DOUG STEPHENS	CHIEF OF POLICE	DATE

**SHERIDAN POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**DOUGLAS COUNTY SHERIFF'S OFFICE**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**DOUGLAS COUNTY SHERIFF'S OFFICE (ON BEHALF OF LARKSPUR)**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE



**LONE TREE POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**CASTLE ROCK POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**PARKER POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**ELBERT COUNTY SHERIFF'S OFFICE**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**ELIZABETH POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**KIOWA POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**SIMLA POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**LINCOLN COUNTY SHERIFF'S OFFICE**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF ARRIBA)**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**LINCOLN COUNTY SHERIFF'S OFFICE (ON BEHALF OF GENOA)**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**HUGO POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE

**LIMON POLICE DEPARTMENT**

_____	_____	_____
NAME OF AUTHORIZED PARTY	TITLE	DATE