

POLICE MEMORANDUM
#1-2022

DATE: Jan. 10, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: James S. May Jr., Chief of Police *JSM/217*
Randall L. Darlin, Deputy Chief of Police

SUBJECT: CR-6 – Ralston House Child Advocacy Center Memorandum of Understanding

PURPOSE

To consider CR-6, a resolution approving a Memorandum of Understanding (MOU) between the City and the Ralston House Child Advocacy Center. The MOU supports a partnership with the Police Department to deliver a comprehensive multidisciplinary team response to allegations of child abuse and neglect, while supporting child witnesses to crime.

BACKGROUND

The Ralston House Child Advocacy Center is a Colorado nonprofit corporation that provides a child advocacy center that works with law enforcement, human services, the District Attorney's Office and the community within the 17th Judicial District, which includes Adams County and the City and County of Broomfield.

Ralston House provides a child-friendly environment that enables children and teens to tell their stories without being re-traumatized in the process. The nonprofit provides services at locations in Arvada, Lakewood, and Northglenn for youth through the age of 18. Ralston House is accredited by the National Children's Alliance and adheres to best practice policies and procedures to serve the best interest of children.

Ralston House provides experienced forensic interviewers and therapists to conduct investigative interviews of children suspected of being sexually, physically, or emotionally abused. Ralston House works on behalf of law enforcement and human services to garner information from a child or teen that either corroborates or refutes allegations of abuse or provides a witness account of a crime.

Ralston House offers medical services provided by a pediatrician who is trained to recognize child abuse. The pediatrician provides complete physical examinations, treatment, and evidence collection. Ralston House provides crisis counseling and support for children and families interviewed or receiving a medical exam throughout the investigative and court process. Following a forensic interview or sex assault medical exam, all children and non-offending family members are referred to specialized trauma-focused mental health services within the community. These services are designed to meet the unique needs of children who have undergone abuse and trauma.

Ralston House inspires a team approach to reviewing crimes against children. The multidisciplinary team is made up of representatives from human services, the District Attorney's Office, law enforcement, victim advocacy, mental health professionals, the medical profession, Ralston House staff, local school districts, and local county attorney's offices.

Ralston House provides educational outreach to civic groups, churches, parents, teachers, daycare providers and youth-serving organizations to raise awareness about the dangers of child abuse, recognizing perpetrator behaviors and ways to help keep children safer. Ralston House has been working in partnership with the Police Department to provide essential services and child advocacy to some of Northglenn's most vulnerable victims.

BUDGET/TIME IMPLICATIONS

There are no financial or time impacts to the City.

STAFF RECOMMENDATION

Staff recommends approval of CR-6, a resolution that, if approved, would authorize the Chief of Police to execute the MOU with the Ralston House Child Advocacy Center on behalf of the City.

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
- Randall L. Darlin, Deputy Chief of Police, at rdarlin@northglenn.org or 303.450.8964

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-6
Series of 2022

Series of 2022

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND RALSTON HOUSE REGARDING THE OPERATION AND USE OF THE RALSTON HOUSE CHILD ADVOCACY CENTER AND SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Memorandum of Understanding between the City of Northglenn and Ralston House, attached hereto, regarding the operation and use of the Ralston House Child Advocacy Center and associated services is hereby approved and the Chief of Police is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



2022 MEMORANDUM OF UNDERSTANDING 17th Judicial District

This Memorandum of Understanding (MOU), signed to be effective as of January 1, 2022, is by and between Ralston House (RH), a Colorado non-profit corporation, and the undersigned individuals, agencies and jurisdictions operating in the 17th Judicial District. The parties agree as follows:

1. Each party agrees to support the concept and philosophy of RH as a neutral, child-friendly child advocacy center promoting a comprehensive multidisciplinary team (MDT) response to allegations of child abuse and neglect and child witnesses of crime.
2. Each party agrees to follow the RH protocols concerning forensic interviews, medical examinations, and victim advocacy services, when using RH. All agencies and individuals who are a part of the RH MDT are encouraged to suggest areas in which RH can improve or in which the MDT as a whole can improve.
3. Each party agrees that all efforts will be made to interview suspected child and adolescent victims or witnesses, and to meet with suspected child and adolescent victims or witnesses and their non-offending caregivers at RH. It is expected that a minimum of 75% of all children in sex assault investigations will be interviewed onsite at RH. Exceptions to onsite interviews may include children held in a detention center; children whose parents are unwilling to bring in their child to RH so the interview may be conducted at the child's school; children who are unable to be transported from a mental health or other residential care facility; and in other circumstances where the child's safety and best interests take precedence.
4. Each party agrees that efforts will be made to coordinate each step of the investigative process, between all investigators and professionals involved, to minimize the number and length of interviews to which the child is subjected, thus reducing the potential trauma to the child.
5. Each party agrees to share resources with RH during child abuse and neglect investigations, but shall maintain separate entities at all times. This applies only to investigative agencies, which are law enforcement, district attorney's office, and human services.
6. RH's team response to allegations of child abuse or neglect or child witnesses includes, but is not limited to: forensic interviews by a qualified forensic interviewer (see national standards) and recording of such interviews; medical examinations; case reviews; professional consultation; training; education; and coordination of victim assistance services that include the following support for children/families: crisis assessment and intervention; risk assessment and safety planning; assessment of individual needs and cultural considerations; education and access to victims' rights and crime victim compensation; assistance in procuring concrete services and access to resources; referrals for trauma-focused, evidence-supported mental health treatment; access to transportation to interview, court, and other case-related meetings; engagement in the child's/family's response regarding participation in the investigation/prosecution; participation in case review regarding the child's and family's needs and coordination of services; provision of updates to the family on case status; provision of court education and accompaniment; and coordinated case management meetings with any and all individuals providing victim advocacy services.

7. All parties will be invited and provided information, as well as encouraged to attend trainings sponsored by RH, as appropriate. Topics will include secondary trauma, resiliency, pediatric medical exams, etc.
8. All parties may, and are encouraged to, participate and present cases at the Multidisciplinary Case Review meeting facilitated by RH.
9. Each party agrees that suspected offenders are not allowed at RH. (One exception to this policy is when a suspected offender is a juvenile and is being interviewed as a possible victim or witness to abuse.) In such cases, no other children can be in the facility when the interview is taking place.
10. Each party agrees to share and receive pertinent case information on cases they have brought or been involved with at Ralston House in adherence to relevant State of Colorado and Federal laws. Where consent from legal guardians of child is required to release or share information MDT members will attempt to obtain such permission in order to respond to immediate and ongoing needs of the child and family.
11. Each party can request general statistical information about cases seen at RH not related to a specific individual case and will be able to obtain information about specific individual cases if they are directly involved in that investigation and release of this information does not violate appropriate confidentiality laws.
12. Each party agrees that no children, adolescents and/or their non-offending caregivers will be charged for any services they receive at RH.
13. Each party agrees to authorize RH to use digital or audiotape equipment in connection with providing investigative services under this MOU. This applies only to investigative agencies, which are law enforcement, district attorney's office, and human services.
14. Each party agrees to provide case information, demographic information, and investigative information and outcomes at a minimum of every six months, while observing all confidentiality laws.
15. Each party agrees that, on occasion, exceptions to these guidelines may be necessary in order to serve the "best interests of the child."
16. Mental health therapists and law enforcement victim advocates are responsible for meeting the requirements of the RH/Therapist MOU and Victim Services MOU respectively.
17. It is understood that each party will work within its departmental mandates and policies. Nothing contained in this MOU supersedes the statutes, rules, and regulations governing each party. Each party shall continue to be responsible for cases arising from its jurisdiction. The employees of each party shall remain the employees of their respective agencies. Each agency shall be responsible for workers' compensation insurance, salaries, including overtime, and benefits for its employees. Negligent acts of an agency's employee or employees are the sole responsibility of that agency, and none of the agencies waive the benefits or obligations of the Colorado Governmental Immunity Act §24-10-101, et seq.
18. This MOU states the conditions under which individuals, agencies, and jurisdictions in the 17th Judicial District may utilize the resources of RH during the investigation of allegations of child abuse and/or neglect and child witnesses. Nothing in this MOU requires agencies and jurisdictions in the 17th Judicial District to use RH.
19. This MOU may be signed in counterparts, and each counterpart shall be an MOU between RH and the signatory.
20. This MOU shall remain in effect until amended in writing or terminated by either party. It may be updated yearly to reflect current practice.



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Adams County Dept of Human Services Director Katie McDougal

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Adams County Sheriff's Office Sheriff Rick Reigenborn

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Arvada Police Department Chief Link Strate

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Aurora Police Department Chief Vanessa Wilson

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Brighton Police Department Chief Paul Southard

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Broomfield County Department of Human Services
Dan Casey

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Broomfield Police Department Chief Gary Creager

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Commerce City Police Department Chief Clinton Nichols

Date Signed

X _____
Commerce City, City Attorney or Designee

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
District Attorney, 17th Judicial District Brian Mason

Date Signed



2022 MEMORANDUM OF UNDERSTANDING

17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X

Federal Heights Police Department Chief Don Vallero

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Northglenn Police Department Chief James May

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X

Ralston House Executive Director Don Moseley

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Thornton Police Department Chief Terrence Gordon

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X
Westminster Police Department Interim Chief Norm Haubert

Date Signed



2022 MEMORANDUM OF UNDERSTANDING
17th Judicial District

I have read and reviewed this 2022 Memorandum of Understanding and sign my agreement below.

X _____
Denver Health & Hospital Authority Medical Director, Family Crisis
Center Coral Steffey, M.D., FAAP

Date Signed