

POLICE MEMORANDUM

#8-2024

DATE: June 24, 2024

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-108 – Regional Child Abduction Response Team MOU

PURPOSE

To consider CR-108, a resolution to enter into a Memorandum of Understanding (MOU) between the City and the Jefferson County Regional Child Abduction Response Team (CART). The team is comprised of the First Judicial District Attorney’s Office, the Jefferson County Sheriff’s Office and the Arvada, Edgewater, Lakewood, Westminster, and Wheat Ridge police departments. All agencies collectively participate in a multi-agency effort known as the North Central Colorado Region Child Abduction Response Team (NCCR-CART).

BACKGROUND

The Jeffco CART Team is in its 10th year supporting law enforcement agencies and families with investigations involving high-risk missing and abducted children. Jeffco CART is a multi-disciplinary law enforcement, district attorney and community resources team that provides training, technical support, partnership, scalable manpower, access to embedded State and Federal resources, and a shared commitment to reuniting families. CART provides specialized law enforcement officers who are available to focus dedicated and intensive investigative, preventive, and general law enforcement efforts primarily in cases involving abducted children.

Colorado has had several high-profile child abduction cases over the past three decades with numerous incidents occurring in the Denver Metro area. Joining CART provides the Northglenn community with specialized resources if needed, and critical partnerships that can literally be the difference between life and death when a child is abducted.

The FBI’s data research shows of the children who are abducted and murdered, approximately 75% were murdered within three hours of being abducted. That number increases to nearly 90% within 24 hours. This data shows time is critical in child abductions. These types of cases can require extensive resources.

The Northglenn Police Department currently has seven in-house detectives. By entering into an agreement with CART, the department would have timely access to additional resources in these extremely traumatic incidents. The department would also provide needed resources to other agencies’ abducted children.

BUDGET/TIME IMPLICATIONS

This MOU is for an indefinite term. There are no financial impacts to the City.

CR-108 – Regional Child Abduction Response Team MOU

June 24, 2024

Page 2 of 2

STAFF RECOMMENDATION

Staff recommends approval of CR-108, a resolution that, if approved, would authorize the Mayor to execute a MOU 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.

CR-108 – Regional Child Abduction Response Team MOU

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-108
Series of 2024

Series of 2024

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE JEFFERSON COUNTY REGIONAL CHILD ABDUCTION RESPONSE TEAM MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Northglenn recognizes the importance of a coordinated and effective response to child abductions to ensure the safety and well-being of children within the community; and

WHEREAS, the Northglenn Police Department desires to join the Jefferson County Regional Child Abduction Response Team, to be known hereafter as the North Central Colorado Regional Child Abduction Response Team, which brings together multiple agencies to enhance cooperation and resource sharing in child abduction cases.

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

Section 1. The City Council of the City of Northglenn hereby approves the First Amendment to the Jefferson County Regional Child Abduction Response Team Memorandum of Understanding, as attached hereto, and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, MMC
City Clerk

COREY Y. HOFFMANN
City Attorney

Jefferson County Regional Child Abduction Response Team Memorandum of Understanding

1.0 PARTIES. This Memorandum of Understanding (“MOU”) is made this 11th day of August, 2014, between the First Judicial District Attorney’s Office, the Jefferson County Sheriff’s Office, the Arvada Police Department, the Edgewater Police Department, the Lakewood Police Department, the Westminster Police Department, and the Wheat Ridge Police Department (“Party” individually or “Parties” collectively).

2.0 RECITALS.

2.1 The Parties have joined together in a multi-jurisdictional effort to rescue abducted children and allocate resources to missing and endangered children.

2.2 The Parties are participants in a multi-agency effort known collectively as the North Central Colorado Region Child Abduction Response Team. (Jefferson County CART).

2.3 The Parties agree to utilize applicable state and federal laws to prosecute criminal actions against identified violators, as appropriate.

2.4 The Parties have the authority under § 29-5-104 C.R.S. to enter into a memorandum of understanding (“MOU”) for cooperation and assistance in an emergency that may arise which is of such intensity and duration as to place greater demands on a jurisdiction’s personnel than the requesting jurisdiction can handle.

2.5 The Parties are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing emergency criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens.

2.6 In order to facilitate these objectives, each Party agrees to fulfill the purposes of this MOU by acting in accordance with the terms and conditions set forth herein.

3.0 JEFFERSON COUNTY CART BOARD. Each Party’s chief executive officer, or designee thereof, will be a member of the Jefferson County CART Board of Directors. Each Board member will have one vote. Attendance of more than 50% of the Board members at a ~~regularly~~ scheduled or special meeting will constitute a quorum. The Jefferson County CART Board will meet as needed ~~quarterly~~, or at the direction of the Jefferson County CART supervisors upon 24 hours’ notice. Notice may be by phone, in writing, or by e-mail or other electronic means. Each Board member is responsible to keep contact information updated.

4.0 GOALS AND COOPERATION TO BE RENDERED.

- 4.1 The primary goals of the Parties are to provide specialized law enforcement officers who are available to focus dedicated and intensive investigative, preventive, and general law enforcement efforts primarily to cases involving abducted children, to rescue abducted children, and investigate, arrest, and prosecute perpetrators involved in child kidnapping, abduction, false imprisonment, and other similar offenses.
- 4.2 The parties to the MOU are contributing personnel and resources in support of the Jefferson County CART.

5.0 JURISDICTION. The Jefferson County CART shall have jurisdiction in Colorado pursuant to § 16-2.5-101 *et seq.* C.R.S. and § 29-5-103 C.R.S. when a law enforcement agency has requested emergency mutual aid. Law enforcement officers assigned to the NCCR-CART shall have full jurisdictional authority anywhere in the State of Colorado, and shall be empowered to render emergency enforcement assistance and take enforcement action in accordance with law and the terms of this MOU. The parties acknowledge that the MOU establishes an open-ended on-going request for emergency assistance between and among all members of the Jefferson County CART for specialized law enforcement aid for those cases which principally deal with child abduction. Jefferson County CART law enforcement officers operating outside the jurisdiction of their respective agencies shall not enjoy extra-jurisdictional authority unless engaged in Jefferson County CART activities consistent with this MOU. Such law enforcement personnel shall have the same power and police authority within the requesting jurisdiction as do regular law enforcement officers of said requesting jurisdiction.

6.0 PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE. Jefferson County CART activities shall be authorized only when approved and directed as provided herein by a Jefferson County CART supervisor or command designee. Jefferson County CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked the Jefferson County CART to assume control of the investigation.

7.0 DISPUTES AND TERMINATION OPERATIONS.

- 7.1 The Parties stipulate that in the event of a significant investigative or jurisdictional dispute, the issue shall be immediately forwarded to the relevant agencies' chief executives for resolution. The Jefferson County CART supervisor or command designee may at any time terminate Jefferson County CART involvement in any operation where necessary to assure the safety of any personnel.
- 7.2 Complaints against any member of the Jefferson County CART must be submitted in writing to the Jefferson County CART Board, and will be forwarded to the subject law enforcement agency for investigation and, if necessary, disciplinary action.
- 7.3 Any member of the Jefferson County CART may be removed from the Jefferson County CART by majority vote of the Board.

8.0 PROPERTY AND EVIDENCE. All property and evidence seized or obtained in connection with a Jefferson County CART operation shall be taken into custody and processed in accordance with the Requesting Agency's policies and procedures, unless otherwise agreed upon.

9.0 LIABILITY AND EXPENSES.

9.1 Except as set forth below, each party to the MOU hereby agrees to assume the liability and responsibility for the acts, omission or conduct of its employees and officials while such persons are engaged in providing the services and duties set forth in the MOU. Nothing herein shall be deemed a waiver of the rights, immunities, protections and limitations afforded any party in accordance with the Colorado Governmental Immunity Act. C.R.S. 24-10-101 et. seq and C.R.S. 29-5-108 as same may be amended from time to time or otherwise provided by law or equity. Any liability that accrues under the provisions of Article 10 of Title 24, C.R.S., on account of the negligent or otherwise tortious act of a law enforcement officer in the provision of emergency mutual aid shall be imposed upon the requesting Party in compliance with the terms of Section 29-5-108, C.R.S. and not upon the assigning Party.

9.2 Each Law Enforcement Agency shall, at all times, be responsible for the salary, including overtime, benefits, and all related employee costs of every kind for each employee. The members shall, at their own expense, keep in full force and effect during the term of this MOU statutory Worker's Compensation insurance or adequate self-insurance funds.

10.0 EFFECTIVE DATE; TERM; AMENDMENTS. This MOU shall be effective upon execution by all parties and continue for an indefinite term until terminated by majority vote of the Jefferson County CART. Any Party may terminate its participation in this MOU at any time upon delivery of written notice to the Jefferson County CART Board of Directors. No amendments shall be made to this MOU unless in writing and approved by a majority Board vote.

11.0 ADDITIONAL PARTIES. Additional parties may join this MOU with the approval of a majority of the Board.

12.0 WRITTEN NOTICE. Written notice to the Jefferson County CART Board of Directors should be directed to:

Crimes Against Children (CAC) Supervisor
Lakewood Police Department
445 S. Allison Parkway
Lakewood, Colorado 80226-3105

13.0 COUNTERPARTS. This MOU may be executed in counterparts, each of which will be deemed an original.

**First Amendment to the
Jefferson County Child Abduction Response Team
Memorandum of Understanding**

PARTIES. This First Amendment to the Jefferson County Child Abduction Response Team Memorandum of Understanding (“MOU”) is made this ____ day of _____, 2023, between the First Judicial District Attorney’s Office, the Jefferson County Sheriff’s Office, the Arvada Police Department, the Edgewater Police Department, the Lakewood Police Department, the Westminster Police Department, and **1.0** the Wheat Ridge Police Department (“Party” individually or “Parties” collectively).

Pursuant to 11.0 of the Jefferson County Child Abduction Response Team Memorandum of Understanding, the majority of the Board has approved the following jurisdictions to be added as Parties to this MOU:

1st Judicial District Attorney’s Office, the 17th Judicial District, the 20th Judicial District, the Adams County Sheriff’s Office, the Arvada Police Department, the Aurora Police Department, the Boulder Police Department, the Boulder County Sheriff’s Office, the Brighton Police Department, the City and County of Broomfield Police Department, the Colorado Bureau of Investigations, the Commerce City Police Department, the Denver Police Department, Edgewater Police Department, the Federal Heights Police Department, the Gilpin County, the Golden Police Department, the Lakeside Police Department, the Longmont Police Department, the Town of Morrison Police Department, the Northglenn Police Department, the Thornton Police Department, and the University of Colorado Anschutz Medical Campus Police.

ADDITIONAL AGENCIES WILL BE ADDED AS REQUESTED

2.0 RECITALS.

2.1 The Parties previously entered into a Memorandum of Understanding, dated August 11, 2014 (the “MOU”), with the purpose of joining together in a multi-jurisdictional effort to rescue abducted children and allocate resources to missing and endangered children.

2.2 The Parties now desire to amend the MOU as set forth below. For purposes of this document, added language will be in ALL CAPS (excluding acronyms already in the in MOU) and stricken language will be in ~~strikethrough~~.

2.2.1 The Jefferson County Child Abduction Response Team shall now be known as the North Central Colorado Regional Child Abduction Response Team (“CART”). All MOU references to the Jefferson County Child Abduction Response Team or to CART are now known as North Central Colorado Regional Child Abduction Response Team (“NCCR-CART”). All references in the Jefferson

County Child Abduction Response Team Procedure Manual to the Jefferson County Child Abduction Response Team or to CART are now known as North Central Colorado Regional Child Abduction Response Team (NCCR-CART).

2.2.2 Paragraph 3.0 of the MOU shall be amended as follows:

Jefferson County Regional CART Board. Each Party's chief executive officer, or designee thereof, will be a member of the Board of Directors ("BOARD"). Each Board member will have one vote. Attendance of more than 50% of the Board members at a ~~regularly~~ scheduled or special meeting will constitute a quorum. The CART Board will meet quarterly, or at the direction of the CART supervisor upon 24 hours' notice. Notice may be by phone, in writing, or by e-mail or other electronic means. Each Board member is responsible to keep contact information updated.

2.2.3 Paragraph 12.0 of the MOU shall be amended as follows:

Written Notice. Written notice to the CART Board ~~of Directors~~ should be directed to:

Crimes Against Children ("CAC") Supervisor
Lakewood Police Department
445 S. Allison Parkway
Lakewood, Colorado 80226-3105

AND

INVESTIGATIONS COMMANDER
WESTMINSTER POLICE DEPARTMENT
9110 YATES STREET
WESTMINSTER, CO 80031

[SIGNATURE PAGES TO FOLLOW]

Dated this _____ day of _____, 2023.

COUNTY OF JEFFERSON COUNTY

Alexis King, District Attorney
1st Judicial District Attorney's Office

Dated this _____ day of _____, 2023.

COUNT OF ADAMS COUNTY

Brian Mason, District Attorney
17th Judicial District Attorney's Office

Dated this _____ day of _____, 2023.

COUNTY OF BOULDER

Attorney

Michael Dougherty, 20th Judicial District

20th Judicial District

Dated this _____ day of _____, 2023.

COUNTY OF ADAMS COUNTY

Gene Claps, Sheriff
Adams County Sheriff's Department

APPROVED AS TO FORM

Kassandra Carleton, Assistant County Attorney
Office of the County Attorney

Dated this _____ day of _____, 2023.

CITY OF AURORA

Art Acevedo, Chief of Police
Broomfield Police Department

APPROVED AS TO FORM

Megan Platt, Assistant City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

COUNTY OF BOULDER

ATTEST:

Curtis Johnson, Sheriff
Boulder County Sherriff's Office

Pam Thompson, Paralegal Specialist
APPROVED AS TO FORM

Kate Haywood, Assistant County Attorney
County Attorney's Office

Dated this _____ day of _____, 2023.

CITY OF BOULDER

Maris Herold, Chief of Police
Boulder Police Department

APPROVED AS TO FORM

Carolyn Wolf, Police Legal Advisor
Office of the City Attorney

Dated this _____ day of _____, 2023.

CITY OF BRIGHTON

ATTEST:

Michael Martinez, City Manager
City Manager's Office

Natalie Hoel, City Clerk

APPROVED AS TO FORM

Alicia Calderon, City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

CITY OF BROOMFIELD

ATTEST:

Enea Hempelmann, Chief of Police
Broomfield Police Department

Crystal Clemens, City/County Clerk

APPROVED AS TO FORM

Cristina Pena-Corchado, Legal Advisor
Office of the City Attorney

Dated this _____ day of _____, 2023.

COLORADO BUREAU OF INVESTIGATIONS

Chris Schaefer, Director
Colorado Bureau of Investigations

APPROVED AS TO FORM

Ingrid Barrier, Deputy Attorney General
Attorney General's Office

Dated this _____ day of _____, 2023.

CITY OF COMMERCE CITY

ATTEST:

Darrel Guadnola, Chief of Police
Commerce City Police Department

Dylan Gibson, City Clerk

APPROVED AS TO FORM

Ashley Lacher, City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

CITY OF EDGEWATER

ATTEST:

John Beltrone, Mayor
Edgewater Police Department

Lenora Pedroza, City Clerk

APPROVED AS TO FORM

Carmen Beery, City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

CITY OF FEDEERAL HEIGHTS

ATTEST:

Jacqueline Halburnt, City Manager
City Manager's Office

Patti Lowell, City Clerk

APPROVED AS TO FORM

William Hayashi, City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

TOWN OF LAKESIDE

ATTEST:

Robert Gordanier, Chief of Police
Lakeside Police Department

Brenda Hamilton

APPROVED AS TO FORM

Tim Flynn, Town Attorney
Office of the Town Attorney

Dated this _____ day of _____, 2023.

CITY OF LONGMONT

ATTEST:

Joan Peck, Mayor
Longmont City Council

Dawn Quintana, City Clerk

APPROVED AS TO FORM

Elizabeth Lorina-Mills, Senior Assistant City Attorney
Office of the City Attorney

Dated this _____ day of _____, 2023.

CITY OF MORRISON

ATTEST:

Bill Vinelli, Chief of Police
Morrison Police Department

Ariana Neverdahl, Town Clerk

APPROVED AS TO FORM

Joe Rivera, Town Attorney
Office of the Town Attorney

Dated this _____ day of _____, 2024.

CITY OF NORTHGLENN

Meredith Leighty, Mayor
Northglenn City Council

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Dated this _____ day of _____, 2023.

CITY OF THORNTON

Terrence Gordon, Chief of Police
Thornton Police Department