

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A MEMORANDUM OF UNDERSTANDING WITH SUNGATEKIDS FOR
SERVICES RELATED TO ALLEGATIONS OF CHILD ABUSE AND NEGLECT**

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units or special districts for receiving services; and

WHEREAS, the powers and duties of the Mayor are set forth in Section 5.4 of the Charter and Section 5.4(l) specifically references the power to “[o]btain engineering, architectural, maintenance, construction and work equipment services required by the City”; and

WHEREAS, Section 5.7 of the Charter authorizes the City Council to delegate to the City Manager “any or all of the powers and duties of the Mayor enumerated in Section 5.4 [of the Charter], except the power and duty to preside at Council meetings”; and

WHEREAS, Section 2-3-40(b)(12) of the Municipal Code authorizes the City Manager to obtain services required by the City; and

WHEREAS, SungateKids works closely with area law enforcement investigators and agencies, including the City of Cherry Hills Village (“City”), when there is the potential for criminal charges relating to allegations of child abuse or neglect (“Services”); and

WHEREAS, SungateKids has requested that the City enter into the attached 2021 Memorandum of Understanding (“MOU”) to ensure that the City continues to receive the Services at no cost to the City; and

WHEREAS, the City agrees that intergovernmental cooperation creates efficiencies in operation, resources and cost, and that the Services further the public health, safety and welfare of the residents of the City; and

WHEREAS, City Council desires to enter into the attached MOU in accordance with the terms and conditions set forth therein and to expressly delegate authority to the City Manager to execute the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby approves the MOU and authorizes the City Manager to execute the MOU on behalf of the City of Cherry Hills Village.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 16th day
of November, 2021 by a vote of 5 yes 0 no.

(SEAL)



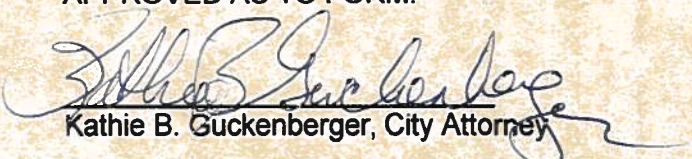
Russell O. Stewart, Mayor

ATTEST:



Laura Gillespie, City Clerk

APPROVED AS TO FORM:



Kathie B. Guckenberger, City Attorney

**ATTACHMENT TO RESOLUTION 32, SERIES 2021:
2021 MEMORANDUM OF UNDERSTANDING WITH SUNGATEKIDS FOR SERVICES
RELATED TO ALLEGATIONS OF CHILD ABUSE AND NEGLECT**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), signed to be effective as of September 22, 2021, is by and between SungateKids (SGK), a Colorado not-for-profit organization, and the undersigned individuals, agencies, and jurisdictions operating in Colorado's 18th Judicial District. The parties agree as follows:

1. Each party agrees to support the concept and philosophy of SGK as a neutral, child-friendly agency promoting a comprehensive multidisciplinary team response to allegations of child abuse and/or neglect.
2. Each party agrees to follow SGK protocols, as outlined in the attached "Guidelines for Best Practices," concerning forensic interviews, referrals for medical and mental health services, and victim advocacy services when using SGK.
3. Each party agrees that all efforts will be made to interview and meet with children, adolescents, and their non-offending caregivers at SGK.
4. Each party agrees that efforts will be made to coordinate each step of the investigative process to minimize the number of interviews to which the child is subjected, thereby reducing the potential trauma to the child.
5. The parties that are investigative agencies (law enforcement agencies, the District Attorney's Office, and the Department of Human Services) agree to share resources with SGK during child abuse and/or neglect investigations, but shall maintain separate entities **at all times**.
6. SGK's team response to allegations of child abuse or neglect allegations includes but is not limited to: technical assistance for forensic interviews and recording of such interviews, family support coordination and victim advocacy, therapeutic support and referrals, case debriefs, professional consultation, training, education, follow-up services, and referral to medical services and other support resources and services.
7. All parties will be invited to and are encouraged to participate in training sessions and peer review meetings sponsored by SGK, as appropriate.
8. All parties may be invited to and are encouraged to participate in and/or present cases at the Multidisciplinary Case Debrief Meetings, facilitated by SGK. Any professional involved in a case may request a Debrief, which SGK will be responsible for coordinating.
9. Each party agrees that suspected offenders are not allowed at SGK. One exception to this policy is when a suspected offender is a juvenile and is being interviewed as a possible victim of or witness to abuse. In such cases, the juvenile will only be interviewed as to his or her own victimization or as a witness to another victim's abuse, but not to his or her own alleged perpetration. Additionally, in such cases, no other children can be in the Forensic Interview area of the facility when the interview is taking place, and the juvenile shall be monitored at all times.
10. Each party agrees within the bounds dictated by law to maintain the confidentiality of all records and information gathered on child abuse cases.
11. Each party agrees that no children, adolescents, and/or their non-offending caregivers will be charged for any services they receive at SGK.

12. The parties that are investigative agencies (law enforcement agencies, the District Attorney's Office, and the Department of Human Services) agree to authorize SGK to use recording equipment in connection with providing investigative services under this MOU.
13. Each party can request general statistical information about cases seen at SGK 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 that information does not violate appropriate confidentiality laws.
14. Each party agrees that, on occasion, exceptions to these guidelines may be necessary in order to serve the "best interests of the child."
15. Mental health therapists are also responsible for meeting the requirements of the SGK Therapist Linkage Agreements.
16. 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.**
17. 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 18th Judicial District may utilize the resources of SGK during the investigation of allegations of child abuse and/or neglect. Nothing in this MOU requires agencies and jurisdictions in the 18th Judicial District to use SGK.
19. This MOU may be signed in counterparts, and each counterpart shall be an MOU between SGK and the signatory.
20. This MOU shall remain in effect until amended in writing or terminated by either party.

Agreed to and signed by:

Diana Goldberg 9/22/21
Diana A. Goldberg Date
Executive Director
SungateKids

John Kellner 9/22/21
John Kellner Date
District Attorney
District Attorney's Office for the 18th
Judicial District, Colorado

