

**COOPERATIVE LAW ENFORCEMENT AGREEMENT BETWEEN
CLEAR CREEK COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN
SERVICES, AND
THE EMPIRE POLICE DEPARTMENT**

This agreement is entered into, by and between Clear Creek County, a political subdivision of the State of Colorado, on behalf of its Department of Human Services, hereinafter "Human Services", and the Empire Police Department, hereinafter "Law Enforcement."

RECITALS

WHEREAS, Colorado law encourages cooperation between local departments of Human Services and local Law Enforcement; and

WHEREAS, from time to time, Human Services and Law Enforcement have the responsibility to assess/investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement; and

WHEREAS, by custom, Human Services has taken the prime responsibility to assess/investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. RECITALS

The above Recitals are incorporated and part of this agreement.

II. PROTOCOL FOR COOPERATION

The following protocol shall apply for cooperation between Human Services and local

Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who assesses/investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint assessment/ investigation may also be requested by the receiving agency if there *is* a determination of that need.
- B. Human Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should first be made to the Colorado Child Abuse and Neglect Hotline by calling 1(888) CO-4-KIDS. If the officer on duty has requested a call back from a caseworker and has not received one after 15 minutes the officer should reach out directly to the on-call caseworker.
- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Human Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.
- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in C.R.S. Section 19-3-308(5.3)(a) shall not require immediate notification to Human Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human Services in order that Human Services may submit a report to the state's automated system if the case is substantiated, and may order to have the local Child Protection Team review the case.
- E. All reports of confirmed child abuse/neglect shall be forwarded by Human Services to the District Attorney's Office for the 5th Judicial District and Law Enforcement.
- F. In joint assessments/investigations, as a general rule, Human Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some assessments/investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint assessment/investigation:
 1. Law Enforcement continues criminal investigation without the involvement of Human Services. This shall include the submission of the information to the District Attorney for disposition.

2. Human Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child(ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
3. Appropriate sharing of reports must occur. Law Enforcement shall provide Human Services with copies of incident reports when requested.

III. LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

A. ABUSE

1. Minor - Excessive or inappropriate force used resulting in a superficial injury.
2. Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
3. Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
4. Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
5. Fatal - Physical or emotional needs of a child are not met resulting in death.

B. NEGLECT

1. Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
2. Medium - Physical or emotional needs of a child are inadequately met resulting in some impairment in the child's functioning.
3. Severe - Physical or emotional needs of a child are not met resulting in serious injury or illness.
4. Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
5. Fatal - Physical or emotional needs of a child are not met resulting in death.

C. SEXUAL ABUSE

1. Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

IV. RESPONSIBILITY FOR INVESTIGATION

- A. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Human Services (Law Enforcement may be called at any time there may be a safety risk to any worker):
 1. Minor physical abuse.
 2. Substance exposed newborn.
 3. Organic failure to thrive.
 4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
 5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over the age of 10.
 6. Educational neglect. In truancy cases, after charges have been filed by the school district.
 7. Emotional abuse.
 8. Medium neglect, lack of supervision.
 9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).
- B. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Human Services may be called when determined by both parties to be in the best interest of the safety of the child).
 1. Third-party physical abuse.
 2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.
 3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- C. The following cases shall be jointly investigated by Human Services and Law Enforcement when abuse or neglect is suspected:
 1. Death of a child.
 2. Medium to severe physical abuse or risk of this. Joint investigation by Human Services and Law Enforcement is recommended to evaluate the

need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.

3. All head trauma injuries (i.e., subdural hematoma).
4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
6. All second or third degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the Circumstances indicate that such conditions may not be the product of an accidental occurrence).
8. All lesions on different parts of the body.
9. Intra familial and third-party sexual abuse.
10. Injurious Environment. (May require Code Enforcement).
11. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
13. When a parent, custodian, or guardian of a child refuses access to the child(ren) by Human Services or Law Enforcement, or refuses medical examination of the child(ren). It is recognized that it may be necessary for Human Services to obtain a Court Order for access to said child(ren).
14. Conditions suggesting suspicion that a law has been broken.
15. Any case in which a child is subjected to human trafficking to include sexual and labor servitude.

V. GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between

agencies. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.

- B. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.
- C. INDEMNIFICATION. The Parties agree that in any action by any third party brought against the parties in connection with the provision of the services under this Agreement, neither party shall be liable for the acts or omissions of the other party, and each party shall bear its own costs with respect to the defense and indemnification thereof. Neither party shall be construed as an agent of the other under the terms of this Agreement. Nothing in this Agreement shall be construed as a waiver by either party of any of the provisions and protections contained in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time.
- D. INSURANCE. Each Party shall procure and maintain its own insurance coverage in amounts at a minimum as required by Colorado law.
- E. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Any disputes arising under this agreement shall be resolved in Clear Creek County District Court in the State of Colorado.
- F. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

To the County:

Sarah Cassano, Director, Clear Creek County Human Services
Clear Creek County
P.O. Box 2000
Georgetown, CO 80444

With a copy to:

Peter A. Lichtman, County Attorney
Clear Creek County
P.O. Box 2000
Georgetown, CO 80444

To Law Enforcement:
Empire Police Department
Attn: Chief Andrew Lorenz
P.O. Box 100
Empire, CO 80438

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand-delivery or three (3) days after sending by certified mail. Either Party by written notice so provided may change the address to which future notices shall be sent.

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THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS OUTLINED.

CLEAR CREEK COUNTY, COLORADO

BY: George Marlin, Chair
Board of County Commissioners for
Clear Creek County

Clear Creek County Department of Human Services

Sarah Cassano, Director
Clear Creek County Department of
Human Services

Date: _____

Approved as to form and
legal sufficiency:

Peter A. Lichtman
County Attorney

Empire Police Department

Andrew Lorenz, Chief
Empire Police Department

Date: _____