

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 20
Series of 2021

TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PORCHLIGHT, A FAMILY JUSTICE CENTER AND THE CITY OF WHEAT RIDGE CONCERNING THE PROVISION OF POLICE DEPARTMENT SERVICES AT THE CENTER

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), acting through its City Council (“Council”), is a home rule municipality with statutory and constitutional authority to provide law enforcement services; and

WHEREAS, Porchlight, a Family Justice Center, is a Colorado Nonprofit Corporation, operating a Family Justice Center (“Center”) devoted to providing services to people impacted by domestic violence, sexual assault, elder abuse, child abuse, at-risk individual abuse, and human trafficking by facilitating access to a variety of services and staff of community organizations and government agencies in a single, safe location; and

WHEREAS, one of the services coordinated and facilitated by the Center is access to law enforcement services; and

WHEREAS, the Center has requested the voluntary participation of the Wheat Ridge Police Department (WRPD) in responding to requests for services from guests of the Center through, among other things, assigning an identified liaison to the Center; and

WHEREAS, the City Council finds that the Center’s mission of facilitating and coordinating the provision of services to people impacted by person-on-person crimes serves the public safety and welfare of the citizens of Wheat Ridge and the larger community as a whole; and

WHEREAS, the City Council therefore wishes to approve a Memorandum of Understanding concerning the provision of WRPD services to guests of the Center.

NOW, THEREFORE, BE IT RESOLVED by the City of Wheat Ridge City Council, that:

The attached Memorandum of Understanding between Porchlight, a Family Justice Center and the City of Wheat Ridge concerning the provision of WRPD services at the Family Justice Center is hereby approved. The Mayor and Clerk are authorized to execute the same.

DONE AND RESOLVED this 26th day of April, 2021.



Bud Starker, Mayor

ATTEST:



Steve Kirkpatrick, City Clerk





PORCHLIGHT A FAMILY JUSTICE CENTER

Off-Site Partnership Memorandum of Understanding

This Off-Site Partnership Memorandum of Understanding (MOU) dated for reference purposes April 26, 2021, is by and among the City of Wheat Ridge, Colorado, a Colorado home rule municipality (the Participant), and PorchLight, a Family Justice Center (“PorchLight” and together with Participant, the “Parties”). The Parties, and other partner agencies and organizations entering into MOUs with PorchLight (the “Partners”), intend to work cooperatively and collaboratively at the Family Justice Center (the “Center”) to improve the lives of those who are impacted by domestic violence, sexual assault, elder abuse, child abuse, at-risk individual abuse, and human trafficking by facilitating better access to services and staff of community organizations and government agencies in a single, safe location.

To facilitate the operation of the Center, the Parties are entering into this Off-Site Partnership MOU to establish the expectations and commitments of the Parties.

There are times when agencies are unable to commit to having full or part-time staff at the Center. When this occurs, there is an increased need to establish an effective and efficient method of referral so that Guests of the Center (“Guests”) receive the services needed. The Participant agrees, whenever possible, to provide services at the Center; however, when that is not feasible, the Parties agree to establish a standard referral process to provide the needed resources and services.

The Parties intend to offer needed resources and services, increase collaboration among the Partners, and enhance safety, efficiency and justice for Guests. The Parties recognize that while there are differences in each Participant's mission, role and legal mandates, there is value and increased impact by working cooperatively and collaboratively with a community of service providers at the Center.

This MOU sets forth the general understanding between the Parties regarding the operation of the Center and the ways in which Participant will provide services to, and participate in, the Center, recognizing that the individual MOUs with other Partners will vary, consistent with the goals and objectives for the Center.



I. CENTER SERVICES:

PorchLight intends that, once the Center is formed and operational, the Center will provide the Participant with the following amenities and services when Participant is present in the Center providing services to Guests, to the extent the same are available:

- a. Temporary work space and office technology infrastructure;
- b. Use of common areas and facilities in the building, which may include waiting areas, interview rooms, conference rooms, kitchen area, break room and reception area, as established at the Center;
- c. Use of the children care center for Guests' children, while the Guest is receiving services at the Center, if established at the Center;
- d. Basic janitorial services, internal and external maintenance of the facility and grounds;
- e. Access to a photocopy/scanner/fax machine for necessary and reasonable use related to delivery of Guest services at the Center;
- f. Parking areas as available on the building premises;
- g. An Executive Director and governing Board of Directors responsible for operation of the Center;
- h. Staffing to provide initial intake and screening information for all new Guests seeking services at the Center;
- i. Facilitation of efficient and effective delivery of services among Partners;
- j. Opportunities for cross-training to facilitate the collaborative endeavors and operations of the Center;
- k. Training and materials explaining the operations of, and services offered at the Center;
- l. Data identifying outcomes and evaluation measures for services provided at the Center; and
- m. Reasonable efforts to provide a safe and secure work environment.

II. PARTICIPANT COMMITMENT:

The Participant agrees to provide complete services of Participant Agency to Guests referred or contacted through the Center under the following general conditions:

- a. In furtherance of Best Practices and the mission of PorchLight, Participant will make all reasonable efforts to assign staff to respond to PorchLight to provide services to Guests within 1 hour of such request by PorchLight staff. If in person



response is anticipated to be longer than 1 hour, Participant will use its best efforts to respond via telephone/video to provide service to the Guest at PorchLight within 1 hour.

- b. If, upon screening by the Participant's staff, it is determined a Guest is not appropriate for the Participant's services, the Participant is under no obligation to provide services, but the Participant commits to work with Guests to assist with referrals and warm hand-offs, where feasible, to other appropriate service providers.
- c. The Participant shall assign a staff liaison to the Center possessing sufficient skills and training and appropriate credentials to provide the identified service(s) and capable to work within the collaborative environment, mission and goals of the Center.
- d. The Participant's staff liaison, volunteers and interns providing services either at the Center or their home agency will be supervised and paid by the Participant, and have the rights and responsibilities of employees of the Participant.
- e. The Participant will complete an appropriate background check based on Participant's agency guidelines for all personnel assigned to work at the Center (staff, contract, volunteers and intern personnel), and provide confirmation to PorchLight staff that the Participant's guidelines have been followed and completed prior to Participant staff responding to the Center.
- f. The Participant will provide documentation of, and maintain current and appropriate professional liability insurance, or adequate self-insured retention, and licensing and credentialing necessary to perform the services identified by the Participant.
- g. The Participant will provide documentation of, and maintain, General Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. In the event Participant provides licensed professional services, Participant shall provide documentation of, and maintain, Professional Liability Insurance coverage in the amount of at least \$1 million per occurrence, and an aggregate limit of \$2 million dollars. Copies of Participant's policies and a certificate evidencing such coverage shall be provided prior to staff responding to the Center. All applicable insurance carriers shall be licensed in the State of Colorado. All such policies shall require notice to PorchLight in the event of termination of the policy.
- h. The Participant will carry and maintain Workers' Compensation Insurance coverage for all of the Participant's employees and provide documentation of the same to PorchLight.



- i. In the event Participant has self-insured retention, Participant agrees to hold PorchLight harmless in the event of any claim and provide notice to PorchLight of any claims relating to any PorchLight activity.
- j. To the extent permitted by law, if permitted at all, and with respect to the contractual obligations set forth in Sections II(d) and II(p) hereof exclusively, Participant will indemnify and hold harmless PorchLight and its directors, officers, employees and agents, from and against all loss, claims, damages, expenses or costs of any kind arising from a Participant's breach of the contractual obligation set forth in Sections II(d) and II(p) hereof.
- k. Participant agrees that each Partner will be responsible for its own actions in providing services under this MOU, and Participant shall not be liable for any civil liability that may arise from the furnishing of services by another Partner at the Center.
- l. The Participant's Staff liaison assigned as the primary point of contact for the Center will participate in and, if requested, provide orientation and cross training related to services at the Center.
- m. The Participant's Staff liaison will attend and participate in service delivery, Partner, and administrative meetings for the Center whenever possible. The Participant's Staff liaison will network with all Parties in a collaborative effort to reduce domestic violence, sexual assault, stalking, elder, at-risk, child abuse, and human trafficking.
- n. The Participant's Staff liaison will receive or provide a warm hand-off (a personal contact) to other Partners or outside agencies as needed and appropriate pursuant to applicable law and regulations.
- o. When at the Center, the Participant's Staff liaison will provide reasonable office supplies to be used by the Participant's Staff liaison for the provision of services when at the Center.
- p. When at the Center, the Participant's Staff liaison will take reasonable care of the assigned office space, equipment and common areas, and repair losses caused by its staff.
- q. When providing services at the Center, the Participant's Staff liaison will use the Center intake data software as appropriate and provide aggregate Guest service data as agreed by the Parties.
- r. When providing services at the Participant's home agency, aggregate data will be provided to the Center for the purposes of reporting.
- s. When providing services at the Center, Participant will provide interpreter services when necessary to communicate with its Guests, or reimburse PorchLight



its pro rata share of interpreter services if Participant expressly requests an interpreter paid by PorchLight.

III. COLLABORATIVE PROVISIONS:

The Parties further agree as follows:

- a. The involvement of the Participant's Staff liaison at the Center or at their home agency will not create an employment, tenancy, agency or partnership relationship between or among the Participant, PorchLight, the Center, or the Partners, or any of their respective directors, officers, employees, volunteers, invitees, interns, agents or contractors.
- b. During the course of the Parties' performance of their respective obligations hereunder, a Party may gain access to confidential information regarding another Party or a Guest. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Parties' obligations under this MOU, and shall not be disclosed to any third party without prior written approval of the disclosing Party or Guest, except as otherwise required by law. In the event disclosure of confidential information belonging to another Party or Guest is required by the Colorado Open Records Act or other applicable law, the Party receiving the request for disclosure or subpoena shall provide notice thereof to the disclosing Party or Guest (or the subject of such information) and shall allow the disclosing Party or Guest a reasonable opportunity to seek protection, by any legal means, against the requested production or disclosure. If a Party maintains such information in electronic form, such Party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a Party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential Party or Guest information, such Party shall promptly notify Porchlight and all affected Parties, Guests or persons. Upon the cancellation, termination or completion of this MOU, all such information shall be returned or destroyed, at the discretion of the disclosing party, excepting all information contained in records the Participant is required to keep and maintain pursuant to its records retention schedule.
- c. The Parties agree to abide by the PorchLight Operations Manual and enter into this MOU by supporting the goals and objectives of PorchLight, including participating in short-term and long-term strategic planning focused on the development and sustainability of PorchLight whenever possible.

IV. TERM

This MOU shall be effective upon its execution by both Parties, and once the Center



is open and operational. Any Participant may terminate this MOU with or without cause by providing sixty (60) days' written notice to the PorchLight Executive Director. Any such termination shall apply only to the Participant providing the termination notice. PorchLight may terminate this MOU upon written notice to any Party at any time for cause or in the event PorchLight, in its sole and absolute discretion, determines that it is no longer able to provide the resources necessary to operate the Center.

V. Miscellaneous Provisions:

- a. The Parties designate the individuals identified below to be their respective authorized representatives under this MOU. All notices required to be provided hereunder shall be made in writing to the authorized representatives of the other Party. Either Party may change its representative at any time by providing written notice to the other Party.

PorchLight, A Family Justice Center

Candace Cooledge
Executive Director
11100 W. 8th Avenue,
Lakewood CO, 80215
ccooledg@jeffco.us

Participant

City of Wheat Ridge Police Department
7500 W. 29th Ave.
Wheat Ridge, CO 80033
dguadnol@ci.wheatridge.co.us

- b. The person signing for the Party below is authorized to execute this MOU on behalf of such Party.
- c. Nothing in this MOU shall be construed as a waiver of any Party's governmental immunity.
- d. Each Party agrees to observe and comply with all Federal, State and local laws, regulations and ordinances applicable to such Party, and to procure all necessary licenses, permits or approvals, in the performance of their responsibilities hereunder.
- e. The enforcement of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this MOU be construed as a waiver of any provision of the



Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended.

- f. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- g. ARTICLE X, SECTION 20/TABOR; LOCAL GOVERNMENT BUDGET LAW. The Parties understand and acknowledge that the Participant is subject to both Article X, § 20 of the Colorado Constitution ("TABOR") and the Colorado Local Government Budget Law, C.R.S. § 29-1-101 et seq. ("Budget Law"). The Parties do not intend to violate the terms and requirements of TABOR or Budget Law by the execution of this MOU. It is understood and agreed that this MOU does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR or Budget Law and, therefore, notwithstanding anything in this MOU to the contrary, all financial obligations of Participant, whether stated as direct or indirect, known or unknown, explicit or implicit, costs, fees, contributions, reimbursements or any other form of financial obligation whatsoever, are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Participant's current fiscal period ending upon the next succeeding December 31.

**PARTICIPANT
CITY OF WHEAT RIDGE, COLORADO**



Bud Starker, Mayor

ATTEST:


Steve Kirkpatrick, City Clerk

April 26, 2021
Date



PORCHLIGHT

A handwritten signature in blue ink, appearing to read "Candace Coolidge", written over a horizontal line.

Signature

The name "Candace Coolidge" written in blue ink over a horizontal line.

Print Name

The date "4/29/2021" written in blue ink over a horizontal line.

Date

The title "Executive Director" written in blue ink over a horizontal line.

Title