

CHAPTER 33

CRIMINAL LAW AND PROCEDURE

HOUSE BILL 15-1022

BY REPRESENTATIVE(S) McCann, Becker K., Brown, Buckner, Court, Fields, Ginal, Hamner, Kagan, Kraft-Tharp, Lebsack, Lee, Lontine, Melton, Mitsch Bush, Pabon, Pettersen, Primavera, Rosenthal, Roupe, Ryden, Salazar, Vigil, Williams, Winter, Young;
also SENATOR(S) Steadman and Cooke, Aguilar, Carroll, Donovan, Garcia, Guzman, Heath, Jahn, Johnston, Jones, Kefalas, Kerr, Merrifield, Newell, Todd, Ulibarri.

AN ACT**CONCERNING JUVENILES CHARGED WITH CERTAIN MINOR OFFENSES.**

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 19-2-302.5 as follows:

19-2-302.5. Petty tickets - summons - contracts - data. (1) (a) IF A LAW ENFORCEMENT OFFICER CONTACTS A JUVENILE TEN YEARS OF AGE OR OLDER FOR A DELINQUENT ACT THAT WOULD BE A PETTY OFFENSE IF COMMITTED BY AN ADULT OR A MUNICIPAL ORDINANCE VIOLATION, THE OFFICER MAY ISSUE THE JUVENILE A PETTY TICKET THAT REQUIRES THE JUVENILE TO GO THROUGH AN ASSESSMENT PROCESS OR PROCEDURE AS DESIGNATED BY THE MUNICIPAL, COUNTY, OR DISTRICT COURT, INCLUDING ASSESSMENT BY A LAW ENFORCEMENT OFFICER, ASSESSMENT OFFICER, OR A SCREENING TEAM, REFERRED TO IN THIS SECTION AS THE "SCREENING ENTITY". WHEN A PETTY TICKET IS ISSUED, AN ASSESSMENT OFFICER OR SCREENING TEAM OFFICER SHALL OFFER A PETTY OFFENSE CONTRACT TO THE JUVENILE AND THE JUVENILE'S PARENT OR LEGAL GUARDIAN IF:

(I) THE JUVENILE HAS NO PRIOR ADJUDICATION OR NON-TRAFFIC CONVICTION IN A MUNICIPAL, COUNTY, JUVENILE, OR DISTRICT COURT;

(II) THE ALLEGED OFFENSE WOULD BE A CLASS 1, CLASS 2, OR UNCLASSIFIED PETTY OFFENSE;

(III) THE JUVENILE ADMITS TO THE OFFENSE; AND

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

(IV) THE PETTY OFFENSE CONTRACT IS IN THE BEST INTERESTS OF THE JUVENILE.

(b) IF THE JUVENILE IS OTHERWISE ELIGIBLE FOR A PETTY OFFENSE CONTRACT PURSUANT TO THE PROVISIONS OF THIS SUBSECTION (1), BUT THE SCREENING ENTITY FINDS THAT THE ISSUANCE OF A PETTY OFFENSE CONTRACT IS NOT IN THE BEST INTERESTS OF THE JUVENILE, THE SCREENING ENTITY SHALL STATE THE REASONS IN WRITING. THE SCREENING ENTITY SHALL PROVIDE A COPY OF THE WRITTEN STATEMENT TO THE JUVENILE AND SHALL MAINTAIN A COPY OF THE WRITTEN STATEMENT. IF THERE IS NO AGREEMENT RESULTING IN A SIGNED CONTRACT PURSUANT TO THIS SECTION, THE PROSECUTING ATTORNEY MAY FILE A PETITION OF DELINQUENCY.

(2) EVERY CONTRACT ENTERED INTO PURSUANT TO THIS SECTION MUST BE IN WRITING AND CONTAIN THE FOLLOWING:

(a) CONSENT TO THE CONTRACT TERMS BY THE JUVENILE AND THE JUVENILE'S PARENT OR LEGAL GUARDIAN;

(b) AN AGREEMENT TO PAY RESTITUTION, WHEN APPLICABLE;

(c) AN AGREEMENT TO PERFORM USEFUL COMMUNITY SERVICE, WHEN APPLICABLE;

(d) AN AGREEMENT TO ATTEND SCHOOL UNLESS THE JUVENILE IS IN A CERTIFIED HOME STUDY PROGRAM OR IS OTHERWISE LEGALLY EXCUSED FROM SUCH ATTENDANCE;

(e) A REQUIREMENT OF RESTORATIVE JUSTICE PRACTICES, WHEN APPROPRIATE;

(f) A REQUIREMENT THAT THE JUVENILE NOT COMMIT A DELINQUENT ACT DURING THE TERM OF THE CONTRACT; AND

(g) ANY OTHER CONDITIONS DETERMINED APPROPRIATE BY THE SCREENING ENTITY.

(3) THE TERM OF THE CONTRACT MAY NOT EXCEED NINETY DAYS; EXCEPT THAT THE CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL THIRTY DAYS FOR GOOD CAUSE.

(4) UPON THE SUCCESSFUL COMPLETION OF THE CONTRACT TO THE SATISFACTION OF THE SCREENING ENTITY, THE JUVENILE IS RELEASED FROM ANY FURTHER OBLIGATION AND THE PROSECUTING ATTORNEY SHALL NOT FILE A PETITION IN DELINQUENCY FOR THE ADMITTED ACT. THE COMPLETED CONTRACT REMAINS CONFIDENTIAL EXCEPT TO THE TICKETING AGENCY, THE SCREENING AND SUPERVISORY ENTITY, THE JUVENILE AND THE JUVENILE'S PARENT OR LEGAL GUARDIAN.

(5) (a) IF A JUVENILE FAILS TO COMPLY WITH A WRITTEN CONDITION OF THE CONTRACT WITHIN A SPECIFIC TIME DESIGNATED IN THE CONTRACT, THE PROSECUTING ATTORNEY MAY FILE CHARGES WITH THE COURT. THE CONTRACT AND ANY STATEMENTS CONTAINED IN THE CONTRACT OR MADE BY THE JUVENILE TO THE

SCREENING ENTITY ADMINISTERING THE CONTRACT SHALL NOT BE USED AGAINST THE JUVENILE.

(b) IF THERE IS NO AGREEMENT RESULTING IN A SIGNED CONTRACT, ANY STATEMENT MADE BY THE JUVENILE TO THE SCREENING ENTITY ADMINISTERING THE ASSESSMENT SHALL NOT BE USED AGAINST THE JUVENILE.

(c) NOTWITHSTANDING THE PROVISIONS OF PARAGRAPHS (a) AND (b) OF THIS SUBSECTION (5), STATEMENTS OR ADMISSIONS OF A JUVENILE CONTAINED IN THE CONTRACT OR MADE BY THE JUVENILE TO THE SCREENING ENTITY ARE ADMISSIBLE INTO EVIDENCE, IF THE JUVENILE MAKES ANY DELIBERATE MISREPRESENTATIONS AFFECTING THE APPLICABILITY OR REQUIREMENTS OF THIS SECTION.

(6) (a) EACH LAW ENFORCEMENT AGENCY THAT ISSUES PETTY OFFENSE TICKETS PURSUANT TO THE PROVISIONS OF THIS SECTION SHALL MAINTAIN ANNUAL DATA ON THE NUMBER OF TICKETS ISSUED AND THE AGE, ETHNICITY, GENDER, AND FINAL DISPOSITION FOR EACH TICKET.

(b) THE DATA COLLECTED PURSUANT TO PARAGRAPH (a) OF THIS SUBSECTION (6) IS PUBLIC AND MUST BE MADE AVAILABLE UPON REQUEST.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect September 1, 2015; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2016 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act applies to offenses committed on or after the applicable effective date of this act.

Approved: March 18, 2015