

**INTERGOVERNMENTAL AGREEMENT  
CONCERNING INTERAGENCY INFORMATION SHARING  
BETWEEN THE CITY OF THORNTON,  
ADAMS 12 FIVE STAR SCHOOLS, SCHOOL DISTRICT 27J, STARGATE CHARTER  
SCHOOL, AND THE 17th JUDICIAL DISTRICT ATTORNEY'S OFFICE**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Thornton ("City"), Adams 12 Five Star Schools ("District 12"), School District 27J ("District 27J"), Stargate Charter School ("Stargate"), and the 17<sup>th</sup> Judicial District Attorney's Office ("District Attorney"). Each may be referred to herein individually as "Party" or collectively the "Parties." District 12, District 27J, and Stargate may be referred to herein collectively as the "Schools."

WITNESSETH

WHEREAS, in 2000, the Colorado State Legislature passed laws requiring the Board of Education of each school district operating within the state to formulate and implement a Safe School Plan for all of the schools within each of the districts; and

WHEREAS, a component of the Safe School Plans for all schools was to make arrangements for the sharing of information related to the adjudication and conviction of juveniles who had been or are currently enrolled in schools within the school district; and

WHEREAS, the Colorado Legislature also amended various provisions of the Colorado Children's Code and the Colorado Open Records Act to promote and facilitate the sharing of information between law enforcement agencies, school districts and local education and Assessment Centers for Children to assist the school districts in formulating their Safe School Plans; and

WHEREAS, as a part of the Schools' attempt to formulate Safe School Plans, the Schools, along with the City and the District Attorney, entered into a substantially similar Agreement in 2006, and each party wish to enter into this Agreement to facilitate the continued sharing of information between the City, the Schools and the District Attorney; and

WHEREAS, Section 18(2)(a) of Article XIV to the Colorado Constitution, as well as Section 29-1-201, *et seq.*, specifically 29-1-203, C.R.S., authorize and encourage governments to cooperate by contracting with one another to their mutual benefit.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereto agree as follows:

**I. Purpose/Scope**

A. The purpose of this Agreement is to establish the criteria for the sharing of information between the Schools, the District Attorney and the City concerning

the charging, adjudication and conviction of juveniles charged with municipal ordinance offenses, excluding traffic offenses, or state law violations which have occurred within the City of Thornton by juveniles who are or have attended schools within District 12, District 27J, and Stargate.

- B. The established criteria for sharing of juvenile information concerning the charging, adjudication and conviction, as set forth in Section III of this Agreement, will affect the following City departments:
1. The Thornton Municipal Court will establish criteria by which juvenile information may be shared between the Thornton Municipal Court, the Schools, and the District Attorney.
  2. The Thornton Police Department will establish criteria by which juvenile information may be shared between the Thornton Police Department, the Schools, and the District Attorney.
  3. The Thornton City Attorney's Office will establish criteria by which juvenile information may be shared between the Thornton City Attorney's Office, the Schools, and the District Attorney.
- C. In consideration of establishing the criteria for the sharing of information with the Schools and the District Attorney, the City, through its Municipal Court and Police Department will receive information from the Schools and the District Attorney to assist in investigation of juvenile offenses and processing of juvenile offenses in the Thornton Municipal Court.
- D. The District Attorney may also establish criteria for sharing of juvenile information in its possession with the Schools by separate agreement.

## **II. Definitions**

*Adjudication or conviction information* shall mean identification of the charge and disposition upon a plea of guilty, *nolo contendere*, or finding of guilt and shall be deemed to include any deferred prosecution or judgment as well as applicable sentencing conditions and stipulations.

*Court shall mean Thornton Municipal Court.*

*Credible Threat* shall be defined as stated in C.R.S. 18-3-602(2)(b).

*Crime of Violence* shall mean those crimes identified as such in C.R.S. 18-1.3-406.

*Designated District Representative* shall mean a person identified by the school district as the person who will receive the juvenile's information from the participating parties in the Agreement.

*Juvenile* shall mean any person who has not yet attained the age of 18 years.

*Municipal Offense* shall mean an identified alleged violation of Chapter 38, Articles II through XI of the Thornton City Code.

*Public Safety Concern* shall include those incidents identified in C.R.S. 19-1-303(2)(b)(I).

*Student* means a juvenile or person currently enrolled in or who had been enrolled (within the previous 12 months) in any District school located within the City.

*TPD* shall mean Thornton Police Department.

*Unlawful Sexual Behavior* shall mean those crimes identified as such in C.R.S. 18-3-401, *et seq.*

### **III. Criteria for the City**

#### **A. Provision of Information in Possession of Court**

1. Information which shall be disclosed upon request to the Schools:
  - a. Any information relating to the Court's duties, if any, with respect to delinquency and dependency & neglect matters, and concerning a student at a school, shall be provided to the Designated District Representative when the information is requested and reasonably appears to be within the performance of the school personnel's legal duties and responsibilities. [§19-1-303(2)(a)]
  - b. Any information requested by another agency performing duties with respect to Title 19 (delinquency and dependency & neglect), which is represented as necessary to the requesting agency's acquisition, provision, oversight, or referral of services and support under Title 19 shall be released, so long as such agency is a party or becomes a party to this Agreement, or upon verification satisfactory to the City, that the information requested is from a legitimate agency acting within the course and scope of its duties and responsibilities.[§19-1-303(1)(a)]
  - c. All Court records regarding delinquency proceedings or Municipal Offenses and concerning a student as the alleged perpetrator shall be disclosed upon request to the Designated District Representative of a school in which a student is or will be enrolled. This does not apply to municipal traffic ordinance violations. [§19-1-303(2)(b)(II)]
2. Information which shall be disclosed upon a request from the School:

- a. The Court may provide to the Designated District Representative, records and information, other than mental health or medical records, relating to any of the following:
  - 1) Municipal Offense conviction.
  - 2) Municipal Offense charges.
  - 3) Municipal Offense adjudication.
  - 4) Municipal Offense deferred prosecutions.
  - 5) Municipal Offense deferred judgment/ adjudication.
  - 6) Municipal Offense diversion.

[§19-1-303(2)(b)(II)]

- b. The Court may provide to the Designated District Representative any information, other than mental health or medical records, concerning the student which gives rise to a Public Safety Concern and relates to the following:
  - 1) The adjudication or conviction of a student for an act penalized as a misdemeanor or which could have been classified as a felony if committed by an adult.
  - 2) Municipal Offense violations involving a Crime of Violence.
  - 3) Municipal Offense violations that can only be committed by juveniles.

[§19-1-303(2)(b)(I)]

- c. Information which shall be automatically disclosed by the Court to the Schools:
  - (1) The Court shall notify the Designated District Representative of any condition of sentence, probation, parole or pretrial release imposed by a Municipal Court Judge which requires the student to attend school. [§13-10-113]
  - (2) Upon entry of judgment of adjudication or conviction against a student under 18 years of age for any Crime of Violence, unless otherwise provided, the Court shall notify the Designated District Representative of the school the student is attending of the adjudication or conviction.[§22-33-106.5]

B. Provision of Information in Possession of Thornton Police Department.

1. Information which shall be disclosed upon request to the Designated District Representative:
  - a. Any information relating to the TPD's duties with respect to delinquency and dependency & neglect matters, and concerning a student at a school, must be provided to school personnel at the student's school when the information is requested and reasonably appears to be within the performance of the school personnel's legal duties and responsibilities. [§19-1-303(2)(a)]
  - b. Any information requested by another agency performing duties with respect to Title 19 (delinquency and dependency & neglect), which is represented as necessary to the requesting agency's acquisition, provision, oversight, or referral of services and support under Title 19, must be released, so long as such agency is a party or becomes a party to this Agreement, or upon verification satisfactory to the City, that the information requested is from a legitimate agency acting within the course and scope of its duties and responsibilities. [§19-1-303(1)(a)]
  - c. All law enforcement written reports concerning a student shall be disclosed upon request to the Designated District Representative of a school in which a student is or will be enrolled.
  - d. Information which may be disclosed, with or without a request by the Schools:
    - 1) Police may provide the Designated District Representative, records and information, other than mental health or medical records, relating to any of the following:
      - a) Felony, misdemeanor, or Municipal Offense charges.
      - b) Felony, misdemeanor, or Municipal Offense adjudication or conviction.
      - c) Felony, misdemeanor, or Municipal Offense deferred prosecutions.
      - d) Felony, misdemeanor, or Municipal Offense deferred judgment/adjudication.
      - e) Felony, misdemeanor, or Municipal Offense diversion.

[§19-1-303-(2)(b)(II) & 19-1-304(2)(a)(XV)]

- 2) Police may provide to the Designated District Representative, any information, other than mental health or medical records, concerning the student which gives rise to a Public Safety Concern, and relates to the following:
  - a) The arrest of a student for an act constituting a misdemeanor or felony if committed by an adult.
  - b) The issuance of a municipal summons for an act constituting a misdemeanor or felony if committed by an adult.
  - c) Any Crime of Violence if alleged to be perpetrated by a student that would otherwise rise to the level of a public safety concern.

[§19-1-303(2)(b)(I)]

- 3) Upon obtaining information related to the charging of a juvenile for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable period of time, the TPD will make reasonable attempts to determine the name of the school in which the student is enrolled and will provide charging information to the Designated District Representative in which the juvenile is or had been enrolled at the time of the alleged offense. This provision does not apply to mental health or medical records.

## 2. Public Safety Concern Information

- a. Upon arrest of any juvenile or student for a criminal or delinquent act constituting a misdemeanor or felony, which, in the TPD's opinion, rises to the level of a Public Safety Concern, TPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the juvenile or student is or will be enrolled of such arrest. This provision does not apply to mental health or medical records. [§19-1-303-(2)(b)(II) & 19-1-304(2)(a)(XV)]
- b. Upon issuance of any summons for a municipal ordinance violation which, in the TPD's opinion, rises to the level of Public Safety Concern, TPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the juvenile or student is or will be enrolled. This provision does not apply to mental health or medical records.

- c. Upon learning of any Credible Threat by a juvenile or student, which, in the TPD's opinion rises to the level of a Public Safety Concern, TPD will notify, within a 72-hour period of time, the Designated District Representative of the school in which the student is or will be enrolled. This provision does not apply to mental health or medical records.

C. Provision of Information in Possession of Municipal Court Prosecutor Regarding Juvenile Municipal Offense Violations:

- 1. Upon adjudication or conviction of a juvenile or student for a municipal ordinance violation listed in subsections (a)-(h) below, the municipal prosecutor will make a good faith effort to determine and to notify the Designated District Representative for the school in which the student is or will be enrolled, of adjudication and conviction information relative to such juvenile or student. The notification shall be provided weekly or sooner if earlier notice to the District is deemed reasonable by the prosecutor. This provision does not apply to mental health or medical records.
  - a. Assault pursuant to Thornton City Code §38-206;
  - b. Theft pursuant to Thornton City Code §38-177;
  - c. Disorderly Conduct pursuant to Thornton City Code §38-209;
  - d. Possession of Weapons pursuant to Thornton City Code §38-235 to §38-241;
  - e. Damaging Property pursuant to Thornton City Code §38-172;
  - f. Harassment pursuant to Thornton City Code §38-209.5;
  - g. Possession of Alcohol pursuant to Thornton City Code § 42-30; and
  - h. Possession of Marijuana and/or Drug Paraphernalia pursuant to Thornton City Code §38-296-7.

[§19-1-303(2)(b)(II)]

- 2. Public Safety Concern: Upon learning of information related to the adjudication or conviction of a Municipal Offense committed by a juvenile or student which, in the municipal prosecutor's opinion, rises to the level of a Public Safety Concern, the municipal prosecutor will make a good faith effort to determine and notify, within a reasonable period of time, the Designated District Representative of the school district or the school in which the student is or will be enrolled, of such adjudication and conviction information regarding such student. This provision does not apply to mental health or medical records. [§19-1-303(2)(b)(I)]

3. Threats and Other Incidents: Upon learning of any Credible Threat, by a student, which in the municipal prosecutor's opinion, rises to the level of a public safety concern, the municipal prosecutor will make a good faith effort to determine and notify, within a reasonable period of time, the Designated District Representative of the school in which the student is or will be rolled of such Credible Threat. This provision does not apply to mental health or medical records. [§19-1-303(2)(b)(l)]

#### **IV. Criteria for the District Attorney's Office**

##### **A. The District Attorney's office agrees to the following.**

##### **1. All Juvenile Delinquency Petitions:**

- a. Upon filing a *delinquency petition* in *juvenile court* against a student, alleging any of the offenses listed below, the prosecuting attorney shall make reasonable good faith efforts to determine the name of the school in which the student is enrolled. [See 19-1-304(5.5) C.R.S.]
  - 1) Any Felony.
  - 2) Any Class 1 Misdemeanor.
  - 3) Menacing, pursuant to § 18-3-206 C.R.S.
  - 4) Harassment, pursuant to § 18-9-111 C.R.S.
  - 5) Fourth Degree Arson, pursuant to § 18-4-105 C.R.S.
  - 6) Theft, pursuant to § 18-4-401 C.R.S.
  - 7) Aggravated Motor Vehicle Theft, pursuant to § 18-4-409 C.R.S.
  - 8) Criminal Mischief, pursuant to § 18-4-501 C.R.S.
  - 9) Defacing Property, pursuant to § 18-4-509 C.R.S.
  - 10) Disorderly Conduct, pursuant to § 18-9-106 C.R.S.
  - 11) Hazing, pursuant to § 18-9-124 C.R.S.
  - 12) Possession of a Handgun by a Juvenile, pursuant to § 18-12-108.5 C.R.S.
- b. Upon filing a delinquency petition in juvenile court against a student, alleging any of the offenses listed below, the District Attorney shall make reasonable good faith efforts to notify, within



three working days, the Designated District Representative in which the student is enrolled of the case filing, and provide to the principal or other designated individuals, arrest and criminal records information for the student. If the District Attorney is in good faith unable to identify the student's school or contact the student's principal, the District Attorney shall instead provide the arrest and criminal records information to the Designated District Representative. This provision does not apply to mental health or medical records. [19-1-304(5.5) & 24-72-302(1) C.R.S.]

- 1) Any Felony.
- 2) Any Class 1 Misdemeanor.
- 3) Menacing, pursuant to § 18-3-206 C.R.S.
- 4) Harassment, pursuant to § 18-9-111 C.R.S.
- 5) Fourth Degree Arson, pursuant to § 18-4-105 C.R.S.
- 6) Theft, pursuant to § 18-4-401 C.R.S.
- 7) Aggravated Motor Vehicle Theft, pursuant to § 18-4-409 C.R.S.
- 8) Criminal Mischief, pursuant to § 18-4-501 C.R.S.
- 9) Defacing Property, pursuant to § 18-4-509 C.R.S.
- 10) Disorderly Conduct, pursuant to § 18-9-106 C.R.S.
- 11) Hazing, pursuant to § 18-9-124 C.R.S.
- 12) Possession of a Handgun by a Juvenile, pursuant to § 18-12-108.5 C.R.S.

2. Charging: Crimes of Violence & Unlawful Sexual Behavior:

Upon charging a student between the ages of 12 and 18, either by a delinquency petition in juvenile court or pursuant to a *direct file* in district court, for any *crime of violence* or *unlawful sexual behavior*, the prosecuting attorney shall provide *basic identification information* and details of the alleged offense to the school district in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-304(5) & 22-33-105(5)(a) C.R.S.] *The identity of the named victim will not be provided without a release from the victim pursuant to C.R.S. §24-72-304.*

3. Misdemeanors and Felonies

- a. Upon obtaining information related to the charging of a student for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable time upon a request, the prosecuting attorney shall provide such information to the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(II); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]
- b. Upon obtaining information related to the *adjudication* of a student for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable time upon a request, the prosecuting attorney shall provide such information to the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(II); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]
- c. Upon obtaining information related to the *deferred prosecution* of a student for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable time upon a request, the prosecuting attorney shall provide such information to the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(II); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]
- d. Upon obtaining information related to the *deferred adjudication/judgment* of a student, for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable time upon a request, the prosecuting attorney shall provide such information to the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(II); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]
- e. Upon obtaining information related to the entry of a student into a diversion program, for an act constituting a misdemeanor or felony if committed by an adult, and within a reasonable time upon a request, the prosecuting attorney shall provide such information to the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(II); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]

4. Other Law Enforcement Records

Within a reasonable time following a request, the prosecuting attorney shall allow a Designated District Representative of a school in which a student is or will be enrolled to inspect all law enforcement records concerning that student. [19-1-304(2)(a)(XV) C.R.S.] In cases involving sexual assault, the victim's identity will remain confidential unless the victim consents pursuant to C.R.S. §24-72-304.

5. Public Safety Concern Information:

a. Charging & Arrest Information – Misdemeanors and Felonies:

Upon the arrest of any student, or upon the filing of charges constituting misdemeanors or felonies if committed by an adult, against a student, the prosecuting attorney shall notify, within a reasonable time, the Designated District Representative of the school in which the student is enrolled, of any arrest or charging information, which in the District Attorney's opinion, rises to the level of a Public Safety Concern. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(I); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]

b. Threats and Other Incidents:

1) Upon learning of any threat by a student, which, in the District Attorney's opinion, raises the level of a Public Safety Concern, the prosecuting attorney shall notify, within a reasonable time, the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(I); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]

2) Upon learning of any incident which, in the District Attorney's opinion, raises the level of a Public Safety Concern, the prosecuting attorney shall notify, within a reasonable time, the Designated District Representative of the school in which the student is enrolled. This provision does not apply to mental health or medical records. [19-1-303(2)(b)(I); 19-1-303(6)(a.3); 19-1-103(34.6); 24-72-302(3) C.R.S.]

6. Interagency Support Team Participation

a. An interagency social support team consists of representatives from mental health, education, law enforcement, and juvenile justice agencies, as well as appropriate members of the community. Its purpose is to collectively identify and evaluate warning signs for violence, explore the likelihood that a situation will escalate in

seriousness, and make informed, collective recommendations for treatment and intervention.

- b. In the event a student has been referred or ordered to participate in an interagency support team, the Schools may share student information and /or education records with the team as follows:
  - 1) The student is 18 years of age or older and has consented in writing to the disclosure of the student's education records; or
  - 2) The student is under 18 years of age and his or her parent or guardian has consented in writing to the disclosure of the student's education records; or
  - 3) If consent is not obtained, disclosure of student information or education records by participating school personnel shall be only to the extent allowed under state and federal law. *See 34 C.F.R. 99 and § 24-72-204(3)(d)(III) C.R.S.*
- c. The interagency support team shall include representatives of such state and local agencies as the convening agency determines are necessary to address mental, emotional, behavioral, family, educational or other issues affecting the student.

## **V. Criteria for the Schools**

- A. Information which may be disclosed by the Schools upon request: [24-72-204(3)(e)]
  - 1. A student's education records must be provided to the Court upon the issuance of a court order or lawfully issued subpoena.
  - 2. Information directly relating to a student and maintained by the school must be provided to TPD or the Court under the following circumstances:
    - a. The disclosure concerns a Municipal Ordinance offense and the Court's or TPD's ability to effectively serve the student prior to adjudication; and
    - b. The Court or TPD agrees that the information will not be disclosed unlawfully.
  - 3. Attendance and disciplinary records must be provided upon request to the Court or the TPD under the following circumstances:
    - a. The Court or TPD agrees that the information will not be disclosed unlawfully;

- b. The Court or TPD is conducting a criminal investigation concerning the student, or a matter under the School Attendance Law of 1963, Title 22, Article 33, Part 1 C.R.S.;
  - c. The information sought is necessary for the investigation; and
  - d. The Court or TPD needs the information to effectively serve the student prior to adjudication.
- 4. Information which relates to an emergency health or safety concern shall be provided to state and local officials with a legitimate need to know the information.
- 5. Information which relates to acts or incidents compromising school safety, but which may not rise to the level of a criminal offense.
- 6. Information which, under a reasonable grounds standard, relates to the possible abuse or neglect of a student shall be disclosed to the TPD during the course and scope of any related investigation.
- 7. Information concerning the following criminal offenses perpetrated by a student against a school employee or teacher shall be reported to the TPD during the course and scope of any related investigation.
  - a. Assault;
  - b. Disorderly conduct;
  - c. Harassment;
  - d. A knowingly false allegation of child abuse lodged against a school employee or teacher;
  - e. Any violation of Title 18, C.R.S., directed at a school employee or teacher.
  - f. Damage by a student to the personal property of a school employee or teacher.
- 8. Information concerning any criminal offense for which the school has reasonable grounds to believe has been perpetrated by a student or adult on school grounds or at school-related activities must be reported to the TPD.
- 9. Information concerning a student's failure to attend part or all of any school day, without authorization, must be reported to the City and/or District

Attorney handling the student's case when the school has been notified that the student is under a judicial order to attend school.

## **VI. Term and Termination**

- A. This Agreement shall commence October 1, 2017 for an initial term of ten (10) years concluding September 30, 2027, and thereafter may be renewed for additional terms of five (5) years upon written agreement by the Parties unless the Agreement has been terminated upon written notice as provided herein.
- B. This Agreement may be terminated by any Party without cause upon 60 days written notice of termination provided to the other Parties expressing intent to terminate and no longer abide by the provisions of this Agreement, provided, however, that termination of this Agreement is not intended to affect the terminating Party's obligations under existing law.

## **VII. Liabilities**

### **A. Indemnification**

To the extent permitted by law, the Parties each agree to indemnify and hold harmless the others, their officers, employees, and agents from any liability, claims, loss, damage, injury, costs or attorney's fees resulting from the act(s) or omission(s) of such Party as may be associated with or arising out of or in connection with this Agreement and the providing of juvenile information on the charging, arrest or adjudication of juveniles.

### **B. Good Faith**

The Parties hereby agree to devote their best efforts and exercise good faith in implementing the provisions of this Agreement and providing the information identified in a timely and professional manner, and thereby the Parties intend to fall within the immunity protection of C.R.S. 22-32-109.1(9)(a) and C.R.S. 19-1-303(4.3) to the extent applicable.

### **C. Governmental Immunity**

The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

## **VIII. Notice**

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail in the manner described above.

City of Thornton  
City Manager  
9500 Civic Center Drive  
Thornton, CO 80229

Adams 12 Five Star School District  
ATTN: Superintendent  
Superintendent's Office  
1500 E. 128th  
Thornton, Colorado 80241

School District 27J  
ATTN: Superintendent  
Superintendent's Office  
18551 East 160<sup>th</sup> Ave.  
Brighton, Colorado 80601

Stargate Charter School  
ATTN: Executive Director  
14530 Washington St.  
Thornton, CO 80023

Adams County District Attorney's Office  
1000 Judicial Center Dr., Ste. 100  
Brighton, CO 80601

**IX. Integration and Amendment**

- A. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. The Parties agree that this Agreement may be amended only by an instrument in writing and signed by the Parties.
- B. The Parties have contemplated that additional jurisdictions and/or Requesting Agencies may wish to become parties to this Agreement. The Parties herein consent to the joinder of additional parties upon the same terms and conditions contained herein without further action or ratification by the Parties.

**X. Venue**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.

**XI. Severability**

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

**XII. Waiver**

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

**XIII. Paragraph Captions**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**XIV. Approval**

This Agreement is expressly subject to approval by the Thornton City Council for the City of Thornton, the Board of Education for School District 12, the Board of Education for District 27J, the School Board for Stargate, and the Adams County District Attorney's Office.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last signature.

**CITY OF THORNTON**

\_\_\_\_\_  
Kevin Woods, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kristen Rosenbaum, City Clerk

\_\_\_\_\_  
Date





**SCHOOL DISTRICT 27J**

\_\_\_\_\_  
By: Dr. Chris Fiedler  
Title: Superintendent  
School District 27J

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Janet Wyatt  
Title: General Counsel,  
School District 27J

\_\_\_\_\_  
Date

**STARGATE CHARTER SCHOOL**

\_\_\_\_\_  
By: Josh Cochran  
Title: Executive Director  
Stargate Charter School

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Philip Spare  
Title: General Counsel,  
Adams 12 Five Star Schools

\_\_\_\_\_  
Date