

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF THORNTON AND SCHOOL DISTRICT 27J,
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the **CITY OF THORNTON**, hereinafter referred to as the "**City**" and **SCHOOL DISTRICT 27J** hereinafter referred to as the "**District 27J**".

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage local governmental entities to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City, District 27J and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the City and District 27J have jointly developed a School Resource Officer(s) program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between the police and young people and in the prevention of delinquency.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

I.

SCOPE OF SERVICES

A. A School Resource Officer(s) hereinafter referred to as "SRO" from the Thornton Police Department hereinafter referred to as "Police Department" shall be assigned to work with the administration, faculty and students at each of the following schools: Riverdale Ridge High School and Quist Middle School, hereinafter referred to as the "Schools," and the officer assigned to each school shall perform functions including, but not limited to, the following:

1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campus and, when students are involved, in areas directly adjacent to the school campus.
2. Conduct or assist in the investigation of offenses on campus and those off campus at time, resources and circumstances permit when a student who attends one of the schools is suspected of being involved.
3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse resistance, criminal justice system orientation, delinquency

prevention, graffiti prevention, gang involvement and community responsibility, for students, parents and other groups associated with the Schools.

4. As requested by all Schools' staff, provide instructional resources for classroom presentations.
5. Enforce Federal and State Statutes and Municipal Ordinances as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the campuses.
8. Provide visible presence on the campuses.
9. Assist campus supervisors with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
10. Upon request by the Schools' Principals or their designees, consistent with this Agreement, provide security at all the assigned Schools' extracurricular activities such as athletic events and dances.
11. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.
12. Assist all the School sites in the enhancement of their security.
13. Perform other duties as assigned by the Police Department and/or the Schools Principal or designee by mutual consent.

II.

PROGRAM ADMINISTRATION

A. Employment. The SROs shall be commissioned police officers employed full time (40 hours per week) by the Police Department. As such, the officers will be subject to the ordinances, policies, procedures, rules, regulations, directives and orders of the City of Thornton and the Police Department. The officer(s) also will comply with the policies and regulations of the District 27J to the extent that such policies and regulations are not in conflict with those of the City; are not in conflict with agreements herein contained; or are not in conflict with Federal, State or City laws.

B. Salary. The School will pay a total of \$92,464.32 to the City in twelve (12) equal monthly payments of \$7,705.36, payable on or before the last day of each successive month during the term of this Agreement for the purpose of compensating the City for one half (1/2) of the SRO's salaries. When requested by the District 27J or an authorized school representative, the SRO will work overtime assignments such as after school or before school activities, athletic events, and special functions, subject to the approval of the Police Department. In addition, the District 27J agrees to pay 100% of the SRO's overtime salary at the rate established for such officer by the City and pursuant to the City of Thornton Personnel Code Sec. 54-82(a)(1) incorporated herein by this reference (attached) for attendance at all the School's extracurricular activities and all other duties as set forth herein.

C. Schedule. The SROs will work a schedule, consistent with City ordinances, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement and during times when the Schools are in session, the SROs will be scheduled at the Schools Tuesday thru Friday, on a time schedule that is mutually agreed upon between the Schools and the Police Department, except for required duties such as, but not limited to, court appearances, mandatory meetings and specialized training related to the delivery of professional law enforcement services. During the Schools' Summer vacation, Spring break, Winter break, and on other days when the Schools are not in session, and the SROs are not involved in assigned school-related activities, the SROs, during the officers' shift hours dedicated to the School District hereunder, will participate in Police Department or School training, take accumulated vacation, compensatory, or holiday time off or engage in prevention, enforcement and other activities as assigned by the Police Department. In the event of an emergency as determined by the City's Police Chief, the SROs may be engaged to perform general police duties. If this occurs, the District 27J will be credited for 50 percent of the officer's hourly salary rate for every hour of regularly scheduled school related duties from which the officers are diverted. The SROs will be required to attend in-service training, conducted by the Police Department, one day each month and shall not be subject to this credit.

D. Supervision. The SROs will be subject to the Police Department chain of command (hereinafter called "Police Supervisor"). Day-to-day supervision will be by the assigned Schools' Principals, or their designees, except when actions would be in conflict with City policies. The assigned Police Supervisor will be responsible for maintaining frequent contact with the Principal and his or her management staff to monitor and ensure compliance with this School Resource Officer Program.

E. Performance Appraisal. The SROs' performance will be evaluated consistent with City policy and procedures by the assigned Police Supervisor in conjunction with the Schools' Principals or their designees.

F. Selection. The SROs will be selected in a manner as mutually agreed by the City's Police Chief and the Schools' Principals of the assigned schools.

G. Vehicle. As necessary to the duties of the position, and subject to availability, the SROs will be provided on-duty use of a Police Department vehicle.

H. Communications.

1. Communications with respect to the SRO's duties and responsibilities will be on a regular basis between the Police Supervisor and the District 27J assigned school Principals or designees, students, faculty and the school community.

2. The supervisory chains of command for both the District 27J personnel and the Thornton Police Department personnel will be followed closely should situations arise that cannot be resolved internally at the School.

3. The Schools' Principals or their designees and Police Supervisors are encouraged to resolve issues at the School prior to seeking assistance from outside sources.

I. Program Direction.

1. It is of benefit to the School that the SRO be given the flexibility to be mobile and visible throughout the building and campus during duty hours.

2. Should the SRO have to leave the School for any reason during duty hours, the SRO will notify the School Principal or designee giving an approximate time of return to the school site.

3. It is agreed that the assigned School Principal and the SRO will meet on a regular basis (weekly or monthly, to be determined by the assigned School Principal and SRO), to discuss any concerns or issues which may impact the assigned School or SRO.

J. Referral(s). If the assigned School Principals or designees receive information concerning any incident or event, which may impact the safety of students and staff or otherwise violate any laws, the SRO will be immediately notified.

K. Issuance of Summons and/or Arrest Determination. The School and the Police Department acknowledge that some student misconduct may constitute both a violation of Board of Education Policy and Procedure and a violation of law. When this is the case, the student may be subject to both disciplinary procedures and criminal prosecution, as is applicable.

1. The SRO has the continuing authority and discretion to determine whenever a summons will or will not be issued, or an arrest made. The SRO may consult with the School Principal to evaluate the implications, impact and alternatives, if any, regarding an incident or event.

2. If after this discussion, it is determined by the SRO that the incident or event is a violation of law, it then becomes a matter for SRO action. Then the School District will no longer be involved. All inquiries by outside persons will be referred to the Police Department by all School staff. Whenever a summons is issued, the SRO will not be requested by School staff to formally or informally rescind the SRO's determination of appropriate police action.

3. If after the discussion, it is determined the incident or event is a violation of the School's Policy and Procedures; it then becomes a matter for the School's Principal or designee. Then the SRO will no longer be involved. All inquiries to the Police Department or to the SRO will be referred to the School Principal or designee.

III.

MISCELLANEOUS PROVISIONS

A. Liability Coverage. The City and the District 27J shall exchange evidence of insurance demonstrating general liability coverage for the Schools, and general liability and police professional liability coverage for the City in the minimum amount of the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage or personal injury which may arise through the execution of this Agreement. Evidence of coverage shall be sent to the City's Risk Manager and the District 27J Director, Risk Management. Such evidence shall be approved by each party prior to the commencement of this Agreement.

B. Entire Agreement. This Agreement contains the entire Agreement of the parties and no party has made any other prior agreements or representations or promises that are being relied upon by any other party, that are contrary to the terms of this Agreement.

C. Amendment. Amendment of this Agreement may be made only in writing and signed by both parties hereto.

IV.

TERMS OF CONTRACT

A. Term. The term of this Agreement shall be one-year (1) commencing July 1, 2020, and terminating June 30, 2021, and is intended to coincide with the School's 2020 – 2021 fiscal and school year.

B. Effective Date. This Agreement is effective upon the signature of all parties hereto.

C. Termination. This Agreement may be terminated without cause by either the City or the District upon 30 days written notice.

IN WITNESS THEREOF, the Parties have signed this Agreement.

Chris Fiedler
Superintendent
School District 27J, Adams County

Date

Approved as to form:

Melissa Barber, General Counsel
School District 27J

ATTEST:

Sec. 54-82. - Overtime and compensatory time, eligibility.

(a) *Overtime compensation.*

- (1) A regular employee subject to the Career Service System and Fair Labor Standards Act (FLSA) who, with the supervisor's approval, works hours in excess of his or her established workweek shall be paid for such hours in accordance with the provisions of the FLSA. Holiday leave and vacation leave shall be included as hours worked for the purposes of calculating overtime.