

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
COMMERCE CITY AND BRIGHTON SCHOOL DISTRICT 27J FOR SCHOOL
RESOURCE OFFICERS (2022-23)**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is made and entered into this 10th day of OCTOBER, 2022 (“Effective Date”) by and between the City of Commerce City, a Colorado Municipal Corporation with a principal place of business at 7887 East 60th Avenue, Commerce City, Colorado (“Commerce City”), and Brighton School District 27J, 18551 E. 160th Avenue, Brighton, Colorado (“District 27J”).

WHEREAS, pursuant to Colorado Revised Statute §29-1-203, governments may cooperate or contract with one another to provide for any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, District 27J seeks to have School Resource Officers available to conduct law enforcement services at its schools; and

WHEREAS, Commerce City is in a position to provide the desired School Resource Officers to District 27J; and

WHEREAS, Commerce City and District 27J desire to memorialize their agreement with regard to the School Resource Officers; and

WHEREAS, it is in the best interests of the residents of Commerce City and District 27J to enter into this IGA,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by and between the parties, the parties agree as follows:

1. Service.

A. Commerce City will provide police officers to serve as School Resource Officers (SROs) as defined by C.R.S. § 24-31-312, including a supervisor (i.e. Sergeant) in the schools of District 27J within the City of Commerce City as described in the Scope of Services, set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

B. The location of services to be provided and total weekly hours of Services shall be set forth in the Scope of Services.

C. Compensation. Compensation for Services shall occur as set forth the Scope of Services. Compensation shall be adjusted annually to account annual salary increases for law enforcement personnel consistent with the Collective Bargaining Agreement (“CBA”) and City of Commerce City equity adjustments as specified by the CBA and City policy.

2. **Invoice and Payment.** Commerce City will invoice District 27J monthly. The invoice will itemize the number of hours worked by each SRO at each school. Overtime charges will be itemized. Invoicing for Sergeant will be a flat monthly fee. District 27J agrees to make payment in full to Commerce City within 15 days after receipt of each invoice.

3. **Work Schedules and Recall.**

A. **School Year Schedule.** From August 1 through May 31 (“School Year”) while school is in session, SRO’s will be assigned to work during normal school hours. SROs may work before or after normal school hours, as needed, to address issues for which they are responsible. District 27J shall provide Commerce City Police Department Chief of Police, or the designee of the Chief of Police, a fourteen (14) calendar day notice if SRO work is anticipated to be needed outside of normal school/class hours when possible for special events. Commerce City, through its Chief of Police, or the designee of the Chief of Police, shall schedule SRO’s to provide the Services, as defined in Exhibit A, in accordance with the needs of the City and District 27J. During the School Year Schedule but when school is not in session, SROs will be assigned to, but are not limited to, youth educational programming, case-related follow-up, security related assessment, job-specific professional development, and training.

B. **Summer Assignments.** During the summer, from June 1, through July 31, (“Summer Period”) the City retains the right to assign SROs to other assignments. The schedules of the SROs will be adjusted to meet the needs of District 27J, if summer classes are scheduled.

C. **Recall.** If exigent circumstances arise, Commerce City, in its sole discretion, may temporarily reassign SROs to address the needs of the City. If an SRO is reassigned for an extended period of time, the parties will meet to discuss a billing adjustment.

D. **Supervision.** All SROs, as employees of Commerce City, shall be subject to all employee policies of the City and shall be under the direct and exclusive supervision of the Chief of Police, or their designee. This Agreement does not create any employment relationship between assigned SROs and District 27J despite the fact SROs may work with District 27J employees to determine the most effective use of resources. District 27J employees shall not direct, supervise or control, nor attempt to direct, supervise, or control SROs provided to District 27J pursuant to this Agreement.

4. **Office Support.** District 27J agrees to provide a secured office space with controlled access at each school (“Workspace”) and any materials or support as required for the SRO to properly perform their duties not traditionally or regularly associated with law enforcement. District 27J employees, agents, employees, assigns, and contractors, shall not enter the Workspace unless escorted by an SRO. District 27J agrees to cooperate with SROs requested information for investigation and/or data reporting purposes. District 27J agrees to provide Commerce City Police Department SROs with policy and provisions of the conduct and discipline code for District 27J schools in compliance with C.R.S. 22-32-146(3).

5. **Staffing Levels.** Commerce City shall have no obligation to perform the Services

pursuant to the Agreement, and may suspend or modify such Services temporarily or otherwise if, in the reasonable determination of the Commerce City, Chief of Police, or their designee, it is determined that Police Department staffing levels are insufficient to provide adequate levels of service to the City of Commerce City while also providing the Services. Such determination shall be wholly in the discretion of the Chief of Police, or their designee and shall take into consideration but not be limited by, *inter alia*, the total number of police officers available to actually perform duties within the Patrol Division of the Police Department, on an individual basis, and the number of available and fully trained SRO's. In the event of a cessation, modification, or suspension of the Services, Commerce City shall provide Notice to District 27J as set forth in Paragraph 9 of the Agreement unless an emergency staffing level/event is found to exist by the Chief of Police or their designee, then notice will be given as soon as practical.

6. Term and Termination.

A. Term.

- i. The term of this IGA shall be for two years commencing October 10, 2022, and terminating on July 31, 2024 ("Base Term"), unless previously terminated. The Base Term of this IGA may be extended in writing upon the mutual consent of the City Manager of Commerce City, and the Superintendent of District 27J for subsequent one (1) year terms ("Extension Term") but may not exceed a total of three (3) Extension Terms.
- ii. By April 1, preceding any Extension Term, District 27J, consistent with the Notice provision set forth herein, must notify Commerce City in writing signed by the President of the Board of Education, of any changes to Service locations or total weekly hours of Services to be performed in the subsequent Extension Term. Failure to do so by April 1, shall bind the Parties to the terms in effect at that time.

B. Termination. Consistent with the Notice provision set forth herein, either party may terminate this IGA for any reason by giving written notice of termination, which shall be given at least fourteen (14) calendar days prior to the effective date of the termination, to the other party specifying the effective date of termination. In the event of termination, District 27J shall be liable for its share of the SROs salary, as well as any overtime requested and worked, up to and including the effective date of termination.

7. Amendment. The Parties may amend or modify this IGA only by written instrument executed by both Parties.

8. Notice. Any notice required or permitted by this IGA may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

District 27J:	Commerce City:
President Board of Education 18551 E. 160 th Avenue Brighton, CO 80601	Chief of Police Commerce City Police Department 7887 E. 60th Avenue Commerce City, CO 80022
And a copy to:	And a copy to:
Superintendent Brighton School District 27J 18551E.160 th Avenue Brighton, CO 80601	City Attorney City Attorney's Office 7887 E. 60th Avenue Commerce City, CO 80022
Notice of change of address shall be treated as any other notice.	

9. Entire Agreement. This IGA contains the entire understanding between the parties as to the subject matter contained herein and supersedes any and all prior agreements, Memorandum of Understanding, arrangements, communications, promises, and representations whether oral or written.

10. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person on this IGA. It is the express intention of the parties that any entity or person other than Commerce City and District 27J shall be deemed to be only an incidental beneficiary under this IGA.

11. No Multiple Fiscal-Year Obligation. Nothing herein shall be construed to constitute an obligation of City or District 27J in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the parties which extend beyond the current fiscal year are subject to appropriation. The failure to appropriate funds shall be a defense to any claim against any non-appropriating party.

12. Primary Liability Insurance Coverage. With regard to any liability resulting from the negligent acts or omissions of City, its officers, employees, agents, or volunteers while performing the functions as described in this IGA, the City's self-insurance program shall be primary. With regard to any liability resulting from the negligent acts or omissions of District 27J, its officers, employees, agents and volunteers while performing the functions or furnishing facilities as described in this IGA, the liability insurance policy(s) of the District 27J shall be primary.

13. Reservation of Governmental Immunity. Nothing herein shall be construed as a waiver of any rights of either Commerce City or District 27J under the Colorado Governmental

Immunity Act as set forth in C.R.S. § 24-10-101, *et seq.* The parties specifically reserve unto themselves ant and all defenses, and rights of notice, provided in such statute.

14. Severability. If any provision of this IGA is determined by a court of competent jurisdiction to be invalid or illegal, such provision shall be re-written to affect the nearest intent of that provisions, and the remaining provisions shall remain applicable.

15. Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party hereto and transmitted by facsimile or electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

CITY OF COMMERCE CITY, COLORADO

Jason Rogers, Acting City Manager

ATTEST:

By: _____
Dylan A Gibson, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

BRIGHTON SCHOOL DISTRICT 27J:

BY: _____
Greg Piotraschke
President, Board of Education

ATTEST:

By: _____
???
Executive Assistant, Superintendent & Board of Education

APPROVED AS TO FORM:

By: _____
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General Counsel
Adams County School District 27J

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EXHIBIT A

Scope of Services

1. School Resource Officer Services. The City will provide law enforcement officers who are Commerce City Police Officers, to serve as School Resource Officers (“SROs”), focused on safety and security of school campuses and school facilities, who shall perform the following functions and duties (“Services”):
 - a. Respond to and address violations of the law that occur on or around school facilities,
 - b. Respond to and address violations of the law that involve students or school personnel,
 - c. Investigate, document, and report violations of the law and incidents that occur related to school facilities,
 - d. Investigate, document, and report violations of the law and incidents that occur related to students or school personnel,
 - e. Employ Restorative Justice, Procedural Justice, and guidance from C.R.S. 24-33.5-1803 - School Safety Resource Center concepts where appropriate,
 - f. Respond to and address Safe2Tell reports as needed,
 - g. Coordinate, plan, and manage school drills (i.e. Lockdown, Fire, Tornado) as needed,
 - h. Communicate safety/security issues to school administration,
 - i. Provide safety and security related presentations to students as needed,
 - j. Provide law enforcement related educational presentations to students as needed,
 - k. Conduct school facility security assessments with District 27J staff,
 - l. Address school campus related traffic concerns as identified, and
 - m. Any other duties identified by the Chief of Police or his/her designee.

Nothing herein shall be construed as to authorize, permit, allow, or request, SROs to enforce District 27J rules, regulations, and procedures, or to impose any discipline.

2. Unique Accommodations for School Settings.
 - a. Notice to Principal. SROs making an arrest or issuing a citation or summons to a student shall notify the school principal or their designee in a reasonable time period if a student is arrested or cited:
 - (1) At school,
 - (2) At a school event, or
 - (3) Within a District 27J owned school vehicle being operated by District 27J for official purposes.
 - b. Minimization of Impacts. In the event an SRO needs to question a student, the SRO shall endeavor to do so in a manner and at a time that minimizes the impact on the students' schooling, except any such accommodations shall not be required if it may inhibit the effectiveness of an investigation.

3. Location and Total Weekly Hours of Services. The City shall provide the Services as follows:
 - a. Services to be performed by two (2) SRO's each performing the Services for 40 hours per week unless a Commerce City Police Department staffing shortage determined by the Chief of Police, or their designee exists.
 - b. Services shall be provided at the following sites: Stuart Middle School, Reunion Elementary, Second Creek Elementary, Thimmig Elementary, Turnberry Elementary.
 - c. Primary site assignment of SRO's shall be made by the Chief of Police or the Chief's designee in consultation with Chief Operating Officer ("COO") of District 27J or the COO's designee.
4. Compensation.
 - a. Regular Hours. For hours worked during the School Year Schedule, District 27J agrees to pay Commerce City half of each SRO's hourly rate from August 1 through May 31, at the rate set forth herein. During the Summer Period District 27J agrees to pay Commerce City the full hourly rate for each hour of work any SRO provides to District 27J consistent with the Services.
 - b. Overtime. For any overtime worked by an SRO that may be required pursuant to the regular provision of the Services or provided at the request of District 27J, District 27J agrees to pay Commerce City the full hourly rate set forth herein, multiplied by 1.5.
 - c. Sergeant Compensation: The compensation rate charged for Sergeant shall be twenty-five percent (25%) of the annualized salary of a police Sergeant, as set forth herein, and as prorated for the period between August 1 and May 31.
 - d. Training. District 27J will pay a dollar amount equivalent to the registration cost of four SROs, or if during an Extension Term, the number of SRO's designated pursuant to section 3a herein, to attend continuing education at either the Colorado Association of School Resource Officers (CASRO) conference, the National Association of School Resource Officers (NASRO), or training that complies with C.R.S. 24-31-312. District 27J shall only be liable for such costs if actually incurred by Commerce City.
 - e. Rates of Compensation. The regular hourly rates for Police Officer and Sergeant are as set forth below. Overtime rates shall be based on the regular hourly rates.
 - i. Police Officer: Regular Hourly Rate: \$46.7256
 - ii. Police Sergeant:
 1. Regular Hourly Rate: \$60.5167

2. Annualized salary: \$125,874.67 (12 months)

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