

**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM
#09-12**

TO: Honorable Mayor Kathleen M. Novak and City Council members

FROM: William Simmons, City Manager *WAS*
Shawn Cordsen, Finance Director *SC*
Russell L. Van Houten, Chief of Police *RVH*

DATE: November 12, 2009

SUBJECT: CR-121 – School Resource Officer Program IGA

RECOMMENDATION:

Staff recommends the approval of the attached Resolution. If approved, this Resolution would authorize the Mayor to sign an Inter-Governmental Agreement between the City of Northglenn and Adams County Five Star Schools (Adams County School District 12). This agreement provides for two School Resource Officers at Northglenn High School, one School Resource Officer at Vantage Point Alternative High School and one School Resource Officer at Northglenn Middle School during school year 2009-10.

BACKGROUND:

Since the inception of the School Resource Officer Program in the early 1990s, the Northglenn Police Department has worked closely with our school district to provide a safe learning environment for the students and staff.

This IGA sets forth a formula for sharing of the financial cost of the four School Resource Officer's salaries and benefits. The District will pay the City \$170,160.00 in twelve monthly payments of \$14,180.00. The District has also agreed to pay up to an additional \$3,000 for school related officer overtime. The remainder of the salaries and benefits for the four School Resource Officers, \$144,415.00, is paid for by the City.

BUDGET/TIME IMPLICATIONS:

Funds are available in the 2009 Police Department Operating Budget for this expense. Funding for 2010 will be included in the Police Department's 2010 Operating Budget Request.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Chief Russ Van Houten, 303/450-8864, rvanhouten@northglenn.org or Commander Jim May 303/450-8967, jmay@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-121
Series of 2009

Series of 2009

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS COUNTY SCHOOL DISTRICT NO. 12

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and Adams County School District No. 12 for a joint School Resource Officer program is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2009.

SHERI L. PAIZ
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NORTHGLENN AND
ADAMS COUNTY SCHOOL DISTRICT NO. 12
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is made and entered into this ____ day of _____, 2009 (the "Effective Date"), by and between the **CITY OF NORTHGLENN**, hereinafter referred to as the "City", and **ADAMS COUNTY SCHOOL DISTRICT NO. 12**, hereinafter referred to as "District 12," and collectively referred to as the "Parties."

WHEREAS, the Police Department of the City of Northglenn (the "Northglenn Police Department"), District 12 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;

WHEREAS, the problems of delinquency, drug 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;

WHEREAS, Northglenn and District 12 have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, drug 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 juvenile delinquency.

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

I. SCOPE

School Resource Officers(s) shall be assigned to work with the administration, faculty and students of Northglenn High School, Northglenn Middle School, and Vantage Point High School and Northglenn Elementary Schools. The School Resource Officer(s) shall perform functions including but not limited to the following:

1. Assist in the prevention of crime, delinquency and disorder on the campuses and when students are involved in the nearby areas.
2. Conduct or participate in the investigation of criminal offenses on campus.
3. Provide direct and indirect instructional resources for classroom presentations, as requested by Northglenn High School, Northglenn Middle School, Vantage Point High School and Elementary school staff as scheduling permits.
4. Enforce state statutes and municipal ordinances, as appropriate.

5. Appear in court and assist in the prosecution or other judicial processes, when appropriate.
6. Assist with the coordination of efforts of other enforcement agencies on the campuses.
7. Provide a visible presence on the campuses.
8. Assist campus supervisors with appropriate monitoring and enforcement in the parking lots and other school grounds.
9. Upon request by school principals or their designees, assist with the security at extracurricular activities such as athletic events and dances.
10. Contribute to the positive police-school-community relation efforts, especially when these efforts relate to students and parents.
11. Perform other duties, as assigned, by the Northglenn Police Department that are consistent and appropriate with the Agreement.

II. TERM AND TERMINATION

A. Term. The term of this Agreement shall commence on July 1, 2009 and terminate on June 30, 2010, and is intended to coincide with District 12's school year.

B. Termination. This Agreement may be terminated within thirty (30) days of a written notice by either party.

III. PROGRAM ADMINISTRATION

A. Employment. The School Resource Officer(s) (hereinafter call "SRO") shall be a commissioned police officer, employed full-time by the Northglenn Police Department. The SROs shall be subject to the ordinances, policies, procedures, rules, regulations, directives and orders of the City and the Northglenn Police Department. The SROs shall also comply with the policies and regulations of District 12, to the extent that such policies and regulations are not in conflict with those of the City, the terms of this Agreement, or Federal, State or City laws.

B. Supervision. The SROs shall be subject to the Northglenn Police Department chain-of-command (hereinafter called "SRO Police Supervisor"). The assigned school principals, or their designees, shall conduct day-to-day supervision, except when such actions would be in conflict with City policies. The assigned SRO Police Supervisor shall be responsible for maintaining frequent contact with the school principals and their management staffs to monitor and ensure compliance with this Agreement.

C. Salary and Benefits. The SROs shall receive salary and employment benefits and normally-issued equipment and supplies from the City. District 12 shall pay 50 percent of the salary and benefits of four officers, which are estimated to be as follows:

1. During the 2009-2010 school year, District 12 shall pay an estimated \$170,160 to the City for SRO services for four (4) SROs. These Payments shall be made in 12 equal payments of \$ 14,180 beginning on the first day in July 2009 and ending on the first day in June 2010. In addition, District 12 shall pay district/school related overtime for all assigned SROs in an amount not to exceed \$3,000 each school year. This shall cover

such services as late calls, arrests at the schools, the completion of the appropriate paperwork,

D. Schedule. Each SRO shall be assigned to work at a specific school (the "Primary School") and neighborhood to best meet the goals of the program. The SRO shall inform the appropriate principal or designee, in advance, of his/her regularly scheduled presence on campus and within the neighborhood serving or dealing with students enrolled at the school. Each SRO shall devote a minimum of 840 hours to his or her SRO duties for District 12, which shall include presentations, overtime, and community issues related to the Primary School. The school principal, or his/her designee, with approval of the SRO Police Supervisor, may request the SRO to work extracurricular activities in addition to normal working hours. If the Northglenn High School's SRO works at extracurricular activities, which causes the officer to exceed the eighty-hour two-week work period, the officer shall be compensated at the officer's current overtime rate. District 12 shall reimburse the Northglenn Police Department for the officer's paid overtime wages at the time it is earned. Each SRO shall inform the appropriate school principal or his or her designee as promptly as possible of his/her absence from the school campus. The SRO is permitted to attend in-service training classes conducted by the Northglenn Police Department and take scheduled leave during the school year.

The City of Northglenn shall provide a minimum of 3360 hours of dedicated officer time to District 12 through the SRO program (which shall represent an average of 840 hours per each of the four SROs). If the number of hours including overtime falls below the 3360 hours minimum, District 12 shall be reimbursed for the hours not provided at the same rate it was paid to the City. The reimbursement of funds shall be determined at the close of the school year and deducted from the following year's payments, or in the event the program is discontinued, the payment shall be made in a lump sum payment during the month of September.

E. Performance Appraisal. The SROs' performance shall be evaluated consistent with City Policies and Procedures, with consideration given to comments received from the principals of the schools or their designees.

F. Selection. The SRO Police Supervisor and SROs shall be assigned at the discretion of the Chief of Police.

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

H. Communications. Communications with respect to the SROs' duties and responsibilities shall be on a regular basis between the SRO Police Supervisor and District 12 assigned school principals or designees, students, faculty and the school community.

I. Dispute Resolution. In the event that: (1) there is a dispute under this Agreement that cannot be resolved to the mutual satisfaction of the appropriate school principal and the SRO Police Supervisor; or (2) before any party exercises its termination rights under this Agreement,

the Chief of the Northglenn Police Department and the Director of Secondary Education for District 12 shall meet to attempt to resolve the dispute or the anticipated termination or non-renewal. If this attempted resolution or negotiation fails, the City Manager and the District 12 Superintendent shall meet to attempt to resolve or negotiate the matter. If this fails, the Parties may mutually agree to any other mediation attempts and if those attempts fail, either party may exercise any other legal remedies available to them.

J. Program Direction.

1. Each SRO shall be given the flexibility to be mobile and visible throughout the campus, neighborhood or community as needs dictate. The SRO shall determine what physical location is best to maintain officer safety and tactical advantage at all times. The SROs shall not be assigned to duties that are the responsibility of a District 12 or school employee (i.e., hall monitoring, lunchroom monitoring, recess supervision, etc.).
2. Should the SRO have to leave the assigned school site or the immediate area adjacent to the school for any reason during duty hours, the SRO shall attempt to notify the assigned school principal or designee giving an approximate time of return to the assigned school site.
3. It is agreed that the assigned school principal and the SRO shall meet on a regular basis (weekly or monthly, to be determined by the assigned school principal and SRO), to discuss any concerns or issues that may impact the assigned school site or the SRO.
4. The SRO shall not be left in charge of the school when administrators are absent from the school. The SRO shall not be left to substitute for a teacher when a teacher is absent from their classroom.
5. SROs shall have a workspace available at each individual school.
6. A Letter of Understanding, outlining, the SROs' work assignments in better detail, shall be discussed and signed by the Principal, SRO Police Supervisor and SRO. However, any subsequent agreement between the SRO and their respective Principal does not change this Agreement.

K. Referrals. If school principals or designees receive information concerning any incident or event that may impact the safety of students and staff or otherwise violate any laws, the SRO shall be immediately notified.

L. Investigation of Civil and Criminal Complaints. District 12 and the Northglenn Police Department recognize that some student misconduct may constitute both a violation of Board of Education Policy and Procedure and a violation of the law. When a student is involved with a civil or criminal situation, the student should contact his or her Dean of Students, Assistant Principal, or Principal. District 12 employee(s) shall investigate the case to determine if law enforcement action is necessary and if the situation needs to have in-school discipline or law enforcement involvement.

The case shall then be forwarded to the SRO for follow-up investigation. If the SRO is not in attendance at the school and police assistance is necessary, investigating officials shall call 911 for immediate officer assistance. Incidents that do not involve injuries or evidence collection may be held for the SRO to handle upon his or her return to the campus. However,

nothing in this Agreement shall be construed as to prevent the SRO from becoming involved in a criminal event/investigation that s/he becomes aware of through any means.

M. Searches. Certain District 12 employees have the right to search for contraband or other items. SROs shall not routinely be requested to participate in or witness these searches, because SROs, as peace officers, have a greater burden in justifying a search of persons or places and having them present could jeopardize further investigation and disposition of these incidents. School officials may request SRO assistance any time that they believe their own safety, or student safety is at risk.

N. Issuance of Summons and/or Arrest Determination. SROs shall have continuing authority and discretion to determine whenever a summons shall or shall not be issued or an arrest made. The SRO may consult with the school principal to evaluate the implications, impacts and alternatives, if any, regarding an incident or event.

IV. INSURANCE.

A. Requirement. The Parties hereto shall procure and maintain at their sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, and worker's compensation up to the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (presently one hundred fifty thousand dollars (\$150,000.00) per person and six hundred thousand dollars (\$600,000.00) per occurrence). In addition, the City shall procure and maintain police professional liability insurance in such dollar amounts.

B. Evidence. Evidence of coverage shall be sent to the City's Risk Manager and District 12's Director of Risk Management. The certificate of insurance shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party. Each party shall approve this evidence prior to the commencement of this Agreement.

V. MISCELLANEOUS

A. Governing Law and 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 in Adams County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City Manager
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233-8061

With a separate copy to:

Corey Y. Hoffmann
Hayes, Phillips, Hoffmann, & Carberry, P.C.
Suite 450, The Market Center
1350 Seventeenth Street
Denver, CO 80202 – 1576

District 12: Christopher E Gdowski
Adams 12 Five Star Schools
1500 East 128th Ave
Thornton, CO 80241

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. Both parties, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Financial Obligation. Each party's financial obligations are subject to annual appropriations as required by Article X, Section 20 of the Colorado Constitution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**CITY OF NORTHGLENN,
COLORADO**

By: _____

ATTEST:

Joanna Small, City Clerk

APPROVED AS TO FORM:

City Attorney

**ADAMS COUNTY SCHOOL DISTRICT
NO. 12**

By: Christopher E. Adorn

ATTEST:

APPROVED AS TO FORM:

Christopher E. Adorn
School District Attorney