

NORTHGLENN POLICE DEPARTMENT

COUNCIL MEMORANDUM #2016-08

DATE: August 8, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager
James S. May, Jr., Chief of Police



SUBJECT: **CR#85 - School Resource Officer Program IGA 2016-2017 School Year**

RECOMMENDATION:

Staff recommends the approval of the attached Resolution which authorizes the Mayor to sign an Intergovernmental Agreement between the City of Northglenn and Adams County Five Star Schools (Adams County School District #12). This Agreement provides for one School Resource Officer at Northglenn High School, one School Resource Officer at Vantage Point High School/Crossroads Middle School, and one School Resource Officer at Northglenn Middle School during school year 2016-2017.

BACKGROUND:

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

BUDGET/TIME IMPLICATIONS:

This IGA sets forth financial sharing of one-half of three School Resource Officers' salaries being paid by the School District in the amount of \$113,616 to be divided into twelve monthly payments each of \$9,468.

The City of Northglenn assumes the benefits, training, uniform and equipment costs for the School Resource Officers. Adams County School District #12 agrees to pay up to an additional \$3,000 for school-related officer overtime.

Funds for the 2016 salaries and benefits are available in the existing 2016 Police Department budget to cover expenses through the rest of the year. Funding for the 2017 salaries and benefits will be included in the Police Department's 2017 proposed budget.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Chief James S. May, Jr., 303-450-8967, jmay@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-85
Series of 2016

Series of 2016

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

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, attached hereto, 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 _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENT AGREEMENT
BETWEEN THE CITY OF NORTHGLENN AND
ADAMS 12 FIVE STAR SCHOOLS
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is made and entered into the 2nd day of June 2016 (the “Effective Date”), by and between the **CITY OF NORTHGLENN**, hereinafter referred to as the “City”, and **ADAMS 12 FIVE STAR SCHOOLS**, hereinafter referred to as “Adams 12,” and collectively referred to as the “Parties”.

WHEREAS, the Police Department of the City of Northglenn (the “Northglenn Police Department”), Adams 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, the City and Adams 12 have jointly developed a School Resource Office 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 Officer(s) shall be assigned to work with the administration, faculty and students of Northglenn High School, Northglenn Middle School, and Vantage Point High School/Cross Roads 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/Cross Roads and Elementary schools 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 security 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, 2016 and terminate on June 30, 2017, and is intended to coincide with Adams 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 called "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, rule, regulations, directives and orders of the City and the Northglenn Police Department. The SROs shall also comply with the policies and regulations of Adams 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. Adams 12 shall pay 50 percent of the salary of three officers, which are estimated to be as follows:
 1. During the 2016-2017 school year, Adams 12 shall pay an estimated \$113,616 to the City for SRO services for three (3) SROs. These

payments shall be made in 12 equal payments of \$9,468 beginning on the first day in July 2016 and ending on the first day in June 2017. In addition, Adams 12 shall pay all 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, and 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 spend a majority of work time on campus and within the neighborhood serving or dealing with students enrolled at the school. The school principal, or his/her designee, with the approval of the SRO Police Supervisor, may request the SRO to work extracurricular activities in addition to normal working hours. If the 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. Adams 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/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.
- 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 Adams 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 Executive Director of Secondary Schools for Adams 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 Adams 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 an Adams 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 more 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. Adams 12 and the Northglenn Police Department recognize that some student misconduct may constitute both a violation of District Policy and Procedure and a violation of the law. When a student is involved with a civic or criminal situation, the student should contact his or her Dean of Students, Assistant Principal, or Principal. Adams 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 Adams 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 workers' compensation up to the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) 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 Adams 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.
- 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: James A. Hayes, AICP, City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-1099

With a separate copy to:

Corey Y. Hoffman
Hoffman, Parker, Wilson & Carberry P.D.
1530 16th Street, Suite 200
Denver, CO 80202-1576

District 12: Philip Spare
Adams 12 Five Star Schools
1500 E. 128th Avenue
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 here of 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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred and ninety thousand dollars (\$990,000) per occurrence or any other rights, immunities, and protections provided by the Colorado Governmental 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: _____
Joyce Downing, Mayor

ATTEST:


Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

ATTEST:

ADAMS 12 FIVE STAR SCHOOLS

By: _____

Chris Gdowski, Superintendent

APPROVED AS TO FORM:



Philip Spare, General Counsel