

POLICE MEMORANDUM
#13-2021

DATE: Aug. 23, 2021

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*

FROM: James S. May, Jr., Chief of Police *JSM/217*
Randall L. Darlin, Deputy Chief of Police

SUBJECT: CR-72 – School Resource Officer IGA

PURPOSE

To consider CR-72, a resolution approving an Intergovernmental Agreement (IGA) for a joint School Resource Officer (SRO) program with Adams 12 Five Star Schools (the District) for the 2021-2022 school year.

BACKGROUND

Since the early 1990s, the Police Department (the Department) has worked closely with the District to provide a safe and secure learning environment for the students and staff through the SRO program. Proactively placing SROs in educational settings to foster positive relationships and develop strategies to resolve problems creates an environment of trust and respect between the students and police. This school-based approach to the development of a positive relationship addresses youth-related problems in a proactive and preventative manner.

The City and the District have prepared an IGA for a joint SRO program. The IGA outlines the City's responsibility for providing three SROs for the 2021-2022 school year, with one SRO at Northglenn High School, one at Vantage Point High School/Crossroads Middle School, and one at Northglenn Middle School.

BUDGET/TIME IMPLICATIONS

The Department and the District met and reviewed the "Extended School Closure" as described in Section III(C)(2) of the 2020-2021 IGA. Based on this review, both the Department and District requested the financial recourse be incorporated as a reduction to the 2021-2022 IGA overall contract amount.

The 2021-2022 IGA sets forth financial cost sharing of one-half of three SRO salaries, totaling \$129,516, to be paid by the District. However, the Department and District have defined a reduction of \$23,963 due to the "Extended School Closure" clause for a revised contract amount of \$105,553, paid in 12 monthly payments of \$8,796.

Additional changes to the 2021-2022 IGA:

- Section III (C)(1) – An adjustment was made to the IGA reference to the overtime cap of \$3,000. The District specified all school-related overtime is to be paid by the District with no cap.
- Section III (C)(2) – The wording related to an "Extended School Closure" and the prorated amount was revised to be calculated at the average daily rate of \$166.05 per assigned SRO, instead of a collective daily rate of three SROs due to the fact the "Extended School Closure" may not apply to all schools or all SROs.

The SROs' salaries and benefits are defined in the 2021 Budget to cover expenses through the end of the year. Funding for the 2022 salaries and benefits have been included in the proposed 2022 Budget.

STAFF RECOMMENDATION

Staff recommends approval of CR-72.

STAFF REFERENCE

If Council members have any questions, please contact:

- James S. May, Jr., Chief of Police, at jmay@northglenn.org or 303.450.8967
- Randall L. Darlin, Deputy Chief of Police, at rdarlin@northglenn.org or 303.450.8964

CR-72 – School Resource Officer IGA
Joint School Resource Officer Program IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-72
Series of 2021

Series of 2021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS 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 12 Five Star Schools, 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 _____, 2021.

MEREDITH LEIGHTY
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 _____ day of _____, (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 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; and

WHEREAS, one of the most important purposes of the City’s School Resource Officer Program has been and will continue to be for the School Resource Officer(s) to mentor, educate and protect students.

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/Crossroads and Northglenn Elementary schools (“Schools”). The School Resource Officer(s) shall perform functions including but not limited to the following:

1. Mentor, educate and protect students.
2. Assist in the prevention of crime, delinquency and disorder on the campuses and when students are involved in the nearby areas.
3. Conduct or participate in the investigation of criminal offenses on campus.
4. Provide direct and indirect instructional resources for classroom presentations, as requested by Northglenn High School, Northglenn Middle School, Vantage Point High School/Crossroads and Elementary schools staff as scheduling permits.

5. Enforce state statutes and municipal ordinances, as appropriate.
6. Appear in court and assist in the prosecution or other judicial processes, when appropriate.
7. Assist with the coordination of efforts of other enforcement agencies on the campuses.
8. Provide a visible presence on the campuses.
9. Assist campus security with appropriate monitoring and enforcement in the parking lots and other school grounds.
10. Upon request by school principals or their designees, assist with the security at extracurricular activities such as athletic events and dances.
11. Contribute to the positive police-school-community relation efforts, especially when these efforts relate to students and parents.
12. 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, 2021, and terminate on June 30, 2022, 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 2021-2022 school year, Adams 12 shall pay an estimated \$129,516. This total will be reduced by \$23,963 due to an "Extended School Closure," during the 2020-2021 school year. This revised total equaling an estimated \$105,553, has been reviewed by both parties, as outlined in the IGA. Payments shall be made to the City for SRO services for three (3) SROs, paid in 12 equal payments of \$8,796

beginning on the first day in July 2021 and ending on the last day in June 2022. In addition, Adams 12 shall pay all district/school-related overtime for all assigned SROs, or any school-related event the school requests an SRO/officer to work. This shall cover services including, but not limited to, late calls, arrests at the schools, and the completion of the appropriate paperwork.

2. In the event Adams 12 must utilize remote learning or another model that does not involve in-person instruction or other in-person student services at a School or Schools for ten school days or more ("Extended School Closure") and Adams 12 determines, in its sole discretion, that the presence of the City's SROs at a School or Schools is no longer needed due to the Extended School Closure, subsequent monthly payment(s) will be prorated, as applicable. The prorated amount will be determined based upon an average daily rate of \$166.05 per assigned SRO multiplied by the total number of school days that in-person instruction or other in-person student services at a School or Schools were not in session, and the SRO(s) were reassigned to duties unrelated to School Resource Officer. The District will notify the City as soon as reasonably possible once it determines that the presence of SROs is no longer needed due to the Extended School Closure so that the City can plan accordingly. If the Extended School Closure exceeds one academic quarter (i.e. more than nine weeks of scheduled school days), the Parties agree to meet and review this Agreement to discuss any necessary revisions.
- 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 Security Services Director 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 AND MISCELLANEOUS

- 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, eighty-seven thousand dollars (\$387,000) per person and one million, ninety-three thousand dollars (\$1,093,000) 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: Heather Geyer, City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-1099
With a separate copy to:

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry P.C.
511 16th Street, Suite 610
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 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 three hundred eighty-seven thousand dollars (\$387,000) per person and one million, ninety-three thousand dollars (\$1,093,000) 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: _____
Meredith Leighty, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

ADAMS 12 FIVE STAR SCHOOLS

By:

Chris Gdowski, Superintendent

APPROVED AS TO FORM:

Philip Spare, General Counsel