

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 01
Series of 2014

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE JEFFERSON COUNTY SCHOOL DISTRICT R-1 FOR SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, pursuant to C.R.S. § 29-1-203, the City of Wheat Ridge ("City") and the Jefferson County School District R-1 ("District") are authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, the City is authorized to provide law enforcement services and the District is authorized to provide public education services; and

WHEREAS, the City and the District each recognize the value in cooperating to proactively provide a consistent and visible law enforcement presence in schools; and

WHEREAS, the parties have therefore developed a School Resource Officer Program that places a uniformed police officer in certain District schools located within the City; and

WHEREAS, the parties have memorialized the terms of said School Resource Officer Program in an intergovernmental agreement; and

WHEREAS, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve said intergovernmental agreement by resolution.

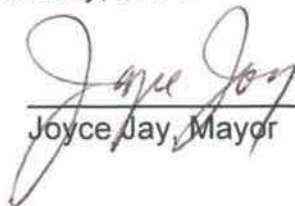
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

THE INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BY AND BETWEEN THE CITY OF WHEAT RIDGE AND THE JEFFERSON COUNTY SCHOOL DISTRICT R-1, ATTACHED TO THIS RESOLUTION AND INCORPORATED HEREIN BY REFERENCE, IS HEREBY APPROVED.


DONE AND RESOLVED this 27th day of January, 2014.

ATTEST:





Joyce Jay, Mayor



Janelle Shaver, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

This Intergovernmental Agreement for School Resource Officer Services (this "Agreement") is made and entered into as of the 1st day of January, 2014 (the "Effective Date"), by and between the Jefferson County School District R-1 (the "District") and the City of Wheat Ridge, Colorado (the "City").

RECITALS

WHEREAS, the District, the City, and the community are 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 juvenile crime, 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 preventative manner; and

WHEREAS, the District and the Wheat Ridge Police Department (the "Department") have developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and law enforcement and the prevention of juvenile crime, 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 law enforcement agencies and young people, and in the prevention of juvenile crime.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the District and the City agree as follows:

I. OBLIGATIONS AND RESPONSIBILITIES OF THE CITY AND THE DEPARTMENT

- a. The City, by and through the Department, agrees to provide the District with law enforcement officers who shall act as School Resource Officers (SRO) at District schools located in the City for the term of this Agreement. The number of SROs shall be agreed upon between the Department and the District based on the communicated needs of the District and the ability of the Department to provide staffing for SROs.
- b. Adjustments outside these regular hours at a school may be made by mutual agreement between the school administration and the Department.
- c. SROs will be City employees recruited and employed by the City. The SROs' salaries, payroll taxes, payroll based expenses, including workers compensation insurance, and benefits are the responsibility of, and will be paid exclusively by the City.
- d. SRO's will report directly to the Department and will follow Department command structure.
- e. The Department will provide SRO training as is required by state statute.
- f. All scheduling, deployment and supervision of SROs will be the responsibility of the Department.
- g. The Department reserves the right to remove/re-assign any SRO as long as prior notification is given to the District.
- h. SROs will provide focused law enforcement services to students, staff, and the surrounding community to include routine patrol, traffic enforcement, preliminary crime investigation and

responding to calls for service, and the SRO's shall perform additional functions including but not limited to the following:

1. Differentiate between disciplinary issues and crime problems and respond appropriately.
2. De-escalate school-based incidents whenever possible.
3. Conduct and participate in the investigation of criminal offenses on campus.
4. Understand that the District has adopted a discipline code that emphasizes the use of restorative approaches to address behaviors, and is designed to minimize the use of law enforcement intervention.
5. Enhance school safety on school grounds to help foster a safe and secure learning environment.
6. As partners with the District, when appropriate, SROs may assist with resolving law enforcement issues that affect the District and the broader community.
7. Provide a positive liaison between the Department, the students, the school administration and the Department of Security and Emergency Management.
8. Participate in meetings with school administration when requested by school administration during the SRO's normal shift.
9. Officers making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle shall notify the school principal or the principal's designee in a reasonable time period, not to exceed the mandates as set forth in state law.
10. Question students in a manner and a time when it has the least impact on the student/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of the investigation.

II. THE SCHOOL DISTRICT'S AND SCHOOL ADMINISTRATION'S OBLIGATIONS AND RESPONSIBILITIES

- a. The District reserves the right to request the removal/re-assignment of any SRO for any reasonable cause the District provides in writing to the Department after other attempts to correct the problem have been explored.
- b. The District agrees to provide each School Resource Officer with workspace and access to computer systems while the School Resource Officer is present at District locations.
- c. School Administration will arrange meetings with the SRO as needed by the school administration.
- d. School Administration will de-escalate school-based incidents whenever possible and will make every effort to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it is absolutely necessary or required by law.
- e. The District and School Administration will cooperate with Department-initiated investigations and actions without hindering or interfering with Department functions or the assigned SRO's assigned duties.
- f. School Administration will provide ongoing feedback to the Department for evaluation purposes.

- g. School Administration will notify parents as soon as possible when students are ticked or arrested.

III. SCHEDULING

Each SRO shall be assigned to work at a specific school by the Department in collaboration with the District. The Department will schedule the working hours of the SROs supporting District schools taking into account the school year calendar of the District. The hours of SRO availability will be during normal school hours while the school is in session. Assignments will be communicated to the school Principal and Department of Security and Emergency Management.

IV. PROGRAM DIRECTION

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 SRO shall not be assigned duties that are the responsibility of the District or a school employee. SROs shall have continuing authority 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.

V. TERM

The term of this Agreement shall be for one (1) year commencing on January 1, 2014. The Agreement shall automatically renew for consecutive one (1) year terms unless otherwise terminated as set forth below.

- VI. **Termination.** This Agreement may be terminated by either party at any time by providing thirty (30) days advance written notice to the other party.

- VII. **Relationship of the parties.** Each party is an independent governmental entity and this Agreement and the transactions contemplated hereunder shall not create between the parties a relationship of agency, joint venture, partnership or employment. Each party acknowledges that the performance of its obligations under this Agreement shall not result in any change in the employment status of such party's respective employees, and such party's employees shall remain solely employees of such party. Further, the employees and agents of a party shall only be entitled to salary, employment/unemployment benefits or other compensation from that party.

- VIII. **No Third party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

- IX. **Liability of the Parties.** The provision of services under this Agreement is for the benefit of the parties to the Agreement. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

- X. **Nonassignment.** This Agreement shall not be assigned or delegated by a party without the prior written consent of the other.
- XI. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives and successors.
- XII. **Notices.** All notices 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:

If to THE CITY:

Dan Brennan, Chief of Police
Wheat Ridge Police Department
7500 W 29th Avenue
Wheat Ridge, CO 80033
with a copy to:
Wheat Ridge City Attorney
Murray Dahl Kuechenmeister & Renaud, LLP
1530 16th Street, Suite 200
Denver, CO 80202

If to THE DISTRICT:

John McDonald
Executive Director – Security and Emergency Management
Jeffco Public Schools
1829 Denver West Drive, Bldg. #27
Golden, Colorado 80401

with a copy to District’s Chief Legal Officer (same address as above),
or to such other address or addresses as either party may designate in writing.

- XIII. **Local Concern.** The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as matters of statewide concern.
- XIV. **Integration.** This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- XV. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and any legal action concerning the provision hereof shall be brought in Jefferson County, Colorado.
- XVI. **Review and Amendment.** Each party to this Agreement reserves the right to review the terms of this Agreement at any time. The City and the District agree to negotiate in good faith to resolve any disputes regarding the terms of this Agreement or to review any changes necessary to affect the purposes set forth herein. This Agreement may not be modified or amended except in a writing signed by the parties.

XVII. **Counterparts.** This Agreement may be executed in counterpart, each of which will be deemed an original. Delivery of an executed signature page of this Agreement by facsimile or email transmission will constitute effective and binding execution and delivery of this Agreement.

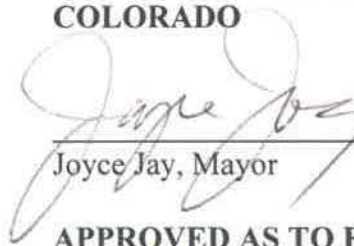
XVIII. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

XIX. **Immunities Preserved.** It is the intention of the parties that this Agreement shall not be construed as a contractual waiver of any immunities, defenses or monetary limitations provided by the Colorado Governmental Immunities Act, §24-10-101, C.R.S, et. seq.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement for School Resource Officer Services to be executed and effective as of the Effective Date.




**CITY OF WHEAT RIDGE,
COLORADO**



Joyce Jay, Mayor

APPROVED AS TO FORM:



Gerald E. Dahl, City Attorney

ATTEST:



Janelle Shaver, City Clerk

JEFFERSON COUNTY R-1 SCHOOLS

By: _____

Name:

Title:

The foregoing Agreement for School Resource Officer Services was acknowledged before me this _____ day of _____, 2014, as of Jefferson County R-1 Schools.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public