

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
COMMERCE CITY AND BRIGHTON SCHOOL DISTRICT 27J FOR SCHOOL
RESOURCE OFFICERS**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into this _____ day of _____, 20____ (“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) 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.

2. Compensation. Compensation for Services shall occur as set forth in Exhibit B, which is attached hereto and incorporated by reference herein.

3. 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. District 27J agrees to make payment in full to Commerce City within 15 days after

receipt of each invoice.

4. 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. 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 his or her designee.

5. 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.

6. Term and Termination.

A. Term.

- i. The term of this IGA shall be for two years commencing August 1, 2019 and terminating on July 31, 2021 (“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 18551 E. 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 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, 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 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.

COMMERCE CITY:
CITY OF COMMERCE CITY, COLORADO

BY: _____
Sean Ford, Mayor

Brian McBroom, City Manager

ATTEST:

By: _____
Laura J. Bauer, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

BRIGHTON SCHOOL DISTRICT 27J:

BY: _____
Roberta Thimmig
President, Board of Education

ATTEST:

By: _____

Secretary, Board of Education

APPROVED AS TO FORM:

By: _____

General Counsel
Brighton School District 27J

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 and Procedural Justice concepts where appropriate,
 - f. Respond to and address Safe2Tell reports as needed,
 - g. Participate in student threat/risk assessments as needed,
 - h. Coordinate, plan, and manage school drills (i.e. Lockdown, Fire, Tornado) as needed,
 - i. Communicate safety/security issues to school administration,
 - j. Provide staff training pertaining to safety/security issues,
 - k. Provide safety and security related presentations to students as needed,
 - l. Provide law enforcement related educational presentations to students as needed,
 - m. Conduct school facility security assessments with District staff,
 - n. Address school campus related traffic concerns as identified, and
 - o. 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 (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, shall notify the school principal or the principal’s designee in a reasonable time period
 - 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.
 - 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 the Superintendent of District 27J or the Superintendent's designee.

EXHIBIT B

Compensation

1. Regular Hours. For hours worked during the School Year Schedule, District 27J agrees to pay Commerce City half of one SRO's salary, and one-quarter of one SRO's salary from August 1 through May 31, at the rate set forth in column E of pay grade P120 of the Commerce City salary table in effect at the time the services are rendered, attached hereto and incorporated by reference herein as Exhibit 1, and as may be amended from time to time. 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. The most current Commerce City salary table will be made available upon request.
2. 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 in column E of pay grade P120 of Commerce City's salary table, in effect at the time the services are rendered, multiplied by 1.5.
3. Training. District 27J will pay a dollar amount equivalent to the registration cost of two SROs, or if during an Extension Term, the number of SRO's designated pursuant to 5.A.ii., to attend continuing education at either the Colorado Association of School Resource Officers (CASRO) conference or the National Association of School Resource Officers (NASRO). District 27J shall only be liable for such costs if actually incurred by Commerce City.

EXHIBIT 1

Commerce City Salary Table

Pay Grade: POLICE OFFICER (P120)

A	B	C	D	E
\$28,272	\$31,782	\$34,532	\$37,516	\$40,805
\$58,806	\$66,108	\$71,827	\$78,035	\$84,875