

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 15th day of August, 2018 (the "Effective Date"), by and between the TOWN OF ERIE, COLORADO, a Colorado statutory municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town") and the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a Colorado school district with an address of _____ (the "District") (each a "Party" and collectively the "Parties").

WHEREAS, intergovernmental agreements between political subdivisions of the State of Colorado to provide functions or services including the sharing of cost of such services or functions are specifically authorized by C.R.S. § 29-1-203;

WHEREAS, the Town is a statutory municipality and a political subdivision, and the District is a public school district and political subdivision;

WHEREAS, the problems of delinquency, alcohol and substance abuse 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 Town and the District have jointly developed a School Resource Officer ("SRO") Program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse and other youth related problems; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, school district employees and young people and in the prevention of delinquency.

NOW, THEREFORE, in consideration of the above recitals and of mutual promises, covenants, and agreements, the sufficiency of which is agreed upon, the Parties hereby agree as follows:

1. Intent and Purpose. This Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and except as set forth herein, this Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties in the achievement of a common mutual goal, said goal being the sharing of the information and resources to maximize the safety and security of the community and its children.
2. Term. The term of this Agreement shall be August 15, 2018 through May 25, 2019 (the "Term").

3. SRO Functions. Three SROs shall be assigned to work with the administration, faculty, students and parents of any St. Vrain Valley School located within Erie. The SROs may perform functions including without limitation the following:

- a. Assist in the prevention and control of crime, delinquency, truancy and disorder on campuses.
- b. Conduct or assist in the investigation of offenses on campus.
- c. Provide presentations and available education resources in the following areas: Alcohol and substance abuse, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness education, community responsibility for students, parents, and other groups associated with the schools.
- d. As requested by staff, provide instructional resources for classroom presentations, as time permits.
- e. Enforce Federal and State statutes and Municipal ordinances as appropriate.
- f. Appear in court and assist in the prosecution and other judicial processes as appropriate.
- g. Assist in the coordination of efforts of other enforcement agencies on campus.
- h. Provide a visible presence on campus.
- i. Assist campus monitors with appropriate monitoring and enforcement of the law in the parking lots and other school grounds.
- j. Provide a police presence at school related functions in the Erie Police Department's jurisdiction during normal classroom hours, as well as nighttime hours to include attending social events such as school dances and sporting events, etc. when scheduled as part of the officer's regular duty hours and when the SRO is an essential and integral part of the event. The SRO will not replace "extra duty" security work at school functions already in place and provided by off duty officers on a contract basis.
- k. Contribute to the positive police, school, and community relations efforts, especially as these efforts relate to students and parents.
- l. Provide traffic enforcement as needed in school zones.
- m. Give input to the school interagency safety team.
- n. Provide to the District Security Director a monthly report of SRO activities.
- o. Notify the District Security Director when not in the school district for the day (*i.e.* sick, training, vacation).

4. Guidelines. Each SRO shall:

a. Keep the school principal or their designee informed regarding the SRO's actions regarding such things as investigations, arrests, crimes, or other activities that may affect the safety or well being of the students, faculty, or the school.

b. Contact the school principal or their designee when conducting an investigation or interviewing a student on School property or in conjunction with a School function.

c. Notify the school principal or their designee before removing a student from the school.

d. Assist with enforcing rules and policies of the school as directed by the school principal or his/her designee.

e. Question witnesses or suspects, as follows:

i. Witnesses. The SRO may question witnesses or be present while school administration questions a witness to determine if a crime was committed and who committed the crime. The SRO shall have the general authority to question any student who may have information about criminal misconduct. As a general rule, the questioning should be conducted in cooperation with the school principal or designee. In an emergency situation the SRO may question a student without first notifying the principal or designee. The SRO will make every effort to contact the student's parent with a courtesy call regarding the interview. Generally, the contact should be made prior to the interview, but at any rate as soon as possible after the interview.

ii. Suspects: The SRO shall not take part in the interviewing or questioning of a student suspected of a criminal act without the consent and in the presence of a parent or guardian. The SRO should always be aware of the need to advise the suspect and parents of their Miranda rights and obtain a waiver in any questioning in what would be considered a custodial situation.

e. Conduct searches as follows: The SRO may standby in order to protect the safety of all persons during any searches of a student, or student's possessions including student's pockets, pocketbook, book, bag, desk, locker, vehicle, or any other similar location within the student's control while on school property conducted by school officials according to school policy. If the search uncovers evidence of criminal misconduct, the evidence shall be held for or turned over to the SRO.

5. Desired Outcomes. The desired outcomes of the partnership between the Erie Police Department and the District are as follows:

a. To create cooperation between the schools, school district, police department, students, parents, and the community to reduce crime in the schools.

b. To work together with the community, students and parents to have schools with strong crime prevention philosophies.

- c. To provide a safe school where students are free to learn without fear of violence.
- d. To reduce alcohol and substance abuse through prevention and education along with enforcement of Federal, State, and Municipal laws related to alcohol and substance abuse.
- e. To reduce delinquency, truancy, criminal mischief and other juvenile related crimes that affect the community and schools.
- f. To reduce gang violence and activity in the school through education, prevention and enforcement.
- g. To create positive relations between police officers and students.
- h. To protect lives and property for students and others in the school.

6. Costs. The District agrees to pay up to \$92,352.75, up to a maximum of \$24,850.00 for Officer Thoen and \$24,200.00 for Officer Crow, and \$43,302.75 for a third SRO, which such amount is equal to 75% of the additional assigned school resource officer's salary including benefits for the Term. Should the Town be unable to staff 3 SRO positions, the District will only pay an amount equal to 50% of the 2 current assigned SROs' salaries for the Term. Should the percentage of one of the assigned SRO's yearly salary for 9 months exceed \$92,352.75, the Town will work with the District to limit the hours the officers are available to the SRO program based on the \$92,352.75 maximum total.

7. Employment.

a. General. The SROs shall be assigned full time to work with the schools and in the area of community policing activities directed toward reducing and preventing criminal acts or delinquency in the Erie Schools or involving Erie School youth. The SROs will be Town employees, and the Town will be responsible for hiring, evaluating, disciplining, and terminating the SROs, but will seek and accept the input of the school principals and school administration. The District agrees to provide the SROs with the following materials and facilities, which are deemed necessary to the performance of the SROs: the SROs shall have adequate office with space to perform job responsibilities, including telephone service for general business purpose, a desk with drawers, a chair, a filing cabinet which may be secured, computer with Internet access, adequate office supplies, and access to audio/visual equipment. Each school will also provide adequate secure storage space for materials, equipment or other items used by the SROs to provide services or programs to that school.

b. Selection. The SROs will be selected by the Town's Chief of Police with the input of the School District.

c. Supervision. The SROs are subject to the Erie Police Department's chain of command and supervision of assigned police supervisors. The assigned police supervisor will be responsible for maintaining contact with the school's principals, school administration and their management staffs. The SROs will work closely with the school principal, school administrators and faculty to determine the most effective use of the officer's time and expertise. The SROs

can serve as agents of the school and may follow the direction of the school administration in the performance of his/her duties in keeping a safe school environment, but shall not be subject to supervision of the District, its officers, agents, or employees. The SROs shall work closely with the school principal, school administration and Erie Police Department supervisory staff and will take into consideration all options available to the officers for violations.

d. Availability. The District understands and agrees that the SRO is subject to immediate release from providing services under this Agreement if the police supervisor on duty determines that the release is necessary for other police related safety, health and welfare purposes of the Town. If it is determined by the supervisor that an SRO is to be called away from the normal SRO duties, the supervisor shall notify the principal or their designee of the need as soon as practical. It is acknowledged by the District that in the event the officer(s) is/are called for other duties, the Town shall have no liability arising from, or in anyway connected to such release, on the basis of any legal theory whatsoever. The District on behalf of its self, its officers and employees hereby release the Town of Erie, its officers and employees from and waives any and all liability claims and demands whatsoever.

e. Decision-making Authority. The SROs, under the direction of the Erie Police Department Staff, have the decision-making authority regarding the violation of any Federal and State laws, or Municipal Ordinances violated on campus. The SROs will act within the Erie Police Department's policies and procedures.

f. Performance Evaluations. Each SRO's performance will be evaluated consistent with Town policies and procedures by the assigned police supervisor. The supervisor will seek and accept the input from the school principal and designees.

8. Information Sharing. The Erie Police Department, St. Vrain School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Weld County District Attorney's Office, Weld County Juvenile Probation, Weld County Department of Social Services, and Erie Municipal Court agree to abide by and share information that is in accordance with Colorado State law, C.R.S. § 19-3-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

9. Insurance. The Parties shall exchange evidence of insurance showing general liability coverage for the District and general liability and law enforcement liability coverages for the Town in the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through, respectively, the Town's Town Administrator and the District Superintendent, prior to the commencement of this Agreement. Nothing set forth herein shall be interpreted to supersede the provisions of C.R.S. § 29-5-101, *et seq.*, as amended, to the extent applicable, and such statute shall control in the event of a conflict between the statute and this Agreement.

10. Relationship of Parties. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of

co-partners or a joint venture between the Parties, or as construing the District, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the District. The District shall not represent that any SRO is an employee or agent of the District in any capacity. No SRO shall represent that he/she is an employee or agent of District in any capacity. Each SRO shall remain solely an employee of the Town.

11. Evaluation. The Town and the District shall evaluate the SRO Program on a yearly basis and make recommendations on how the program can better serve the school in the areas of enforcement, prevention, and safety.

12. 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 Weld County, Colorado.

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

c. Integration. This Agreement constitutes 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 U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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. The Town and the District and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations 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 Town or the District and their officers, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Jessica Koenig, Deputy Town Clerk

**ST. VRAIN VALLEY SCHOOL
DISTRICT RE-1J**

ATTEST: