



**TOWN OF MILLIKEN
TOWN BOARD
AGENDA MEMORANDUM**

To: Mayor Woodcock and Board of Trustees	Meeting Date:
From: Benito Garcia, Police Chief	Wednesday, August 10, 2016
Via: Kent Brown, Town Administrator	

Agenda Item #	Action:	Discussion:	Information:
	X		
Agenda Title: Approval of an Intergovernmental Agreement with School District RE-5J regarding a school resource officer			
Attachments: Resolution # 16-17 and SRO agreement			

PURPOSE

To approve a resolution approving the Intergovernmental Agreement (IGA) between the Town of Milliken and the Weld County School District RE-5J regarding the school resource officer (SRO) program including the scope of services, program administration and program funding and authorizing the Town Administrator to sign the Agreement.

BACKGROUND

The Milliken Police Department currently has one SRO assigned to cover the Milliken Middle School, Elementary School, Knowledge Quest Academy and assist at Roosevelt High School when requested. The SRO has been in place since 2002. Currently there is a Memorandum of Understanding (MOU) in place however, this newest Intergovernmental Agreement will supersede the MOU as it will make the agreement official through resolution.

BUDGET IMPLICATIONS

Approval of this agreement will set in place the parameters for the school district's funding of the school resource officer position.

RECOMMENDATION

The Milliken Police Department and the RE-5J school district have had an ongoing relationship for many years working together to have a school resource officer in the Milliken school facilities. The program has worked well and provides a number of benefits to both agencies. Staff recommends approval of this updated agreement.

POSSIBLE MOTION

“I move to approve Resolution 16-17, approving the Intergovernmental Agreement between the Town and School District RE-5J for the school resource officer program.”

**TOWN OF MILLIKEN
RESOLUTION NO. 16-17**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MILLIKEN AND
WELD COUNTY SCHOOL DISTRICT RE-5J
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Weld County School District RE-5J ("School District") and the Town of Milliken ("Town") recognize that healthy and effective public education institutions contribute to vibrant and safe communities; and

WHEREAS, healthy and effective schools can be promoted through a close collaboration by the schools and the police to prevent and control juvenile delinquency and to provide positive role models for youth; and

WHEREAS, the School and Town recognize that placing a full-time police officer in schools in the capacity of a School Resource Officer ("SRO") to work with the school community can be a positive force to help reduce drug and alcohol abuse, promote strong ethical values, serve as a deterrent to misbehavior and illegality, stand ready to assist promptly in emergency situations, and assist with criminal investigations that are sensitive to the special needs of the educational community; and

WHEREAS, the School District and the Town wish to continue their arrangement to place a SRO in the school community on the terms and conditions set forth in the attached Intergovernmental Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN, COLORADO, that:

Section 1. The Intergovernmental Agreement Between the Town of Milliken and Weld County School District RE-5J ("IGA"), as set forth in **Exhibit A**, attached hereto and incorporated herein, is hereby approved, subject to annual renewal as set forth in Section III of the attached IGA. The Mayor is authorized to sign the IGA and the Police Chief and Town Administrator are authorized to carry out all necessary steps to implement its terms.

Section 2. This Resolution is effective upon adoption.

ADOPTED AND APPROVED this 10th day of August, 2016.

Beau Woodcock, Mayor

ATTEST:

Cheryl L. Powell, Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MILLIKEN AND
WELD COUNTY SCHOOL DISTRICT RE-5J
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2016, by and between Weld County School District RE-5J, a political subdivision of the State of Colorado, 110 South Centennial Dr., Milliken, CO 80543 (“School District”) and the Town of Milliken, a statutory municipal corporation of the State of Colorado, 1101 Broad Street, Milliken, Colorado 80543 (“Town”), for the purpose of providing a School Resource Officer Program (“SRO Program”) to certain School District schools. The School District and the Town may be collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, the School District and the Town recognize that healthy and effective public education institutions contribute to vibrant and safe communities; and

WHEREAS, healthy and effective schools can be promoted through a close collaboration by the schools and the police to prevent and control juvenile delinquency and to provide positive role models for youth; and

WHEREAS, the value of building positive, trusting relationships between police, faculty, youth, and parents cannot be overestimated; and

WHEREAS, the Parties recognize that placing a full-time police officer in schools in the capacity of a School Resource Officer (“SRO”) to work with the school community can be a positive force to help reduce drug and alcohol abuse, promote strong ethical values, serve as a deterrent to misbehavior and illegality, stand ready to assist promptly in emergency situations, and assist with criminal investigations that are sensitive to the special needs of the educational community; and

WHEREAS, a police-school collaboration can assist the schools in furthering their educational missions with programs that increase students’ knowledge about drug and alcohol abuse, traffic and pedestrian safety, violence prevention and conflict resolution, civic responsibility, and the important role criminal justice institutions play in maintaining our free society; and

WHEREAS, the School District, the Town, and the Town of Milliken Police Department (“Department”) recognize the value of the (SRO) concept in promoting safe school environments for learning and teaching.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreement set forth below, the Parties agree as follows:

I. SCOPE OF SERVICES

- A. Duties of the Town and the SRO.** The Town shall assign an SRO to work with the administration, faculty and students of the Milliken Middle School, Milliken Elementary School, Knowledge Quest Academy, and Roosevelt High School (“School” or “Schools”). The SRO will assist at Roosevelt High School only when requested by a person authorized by the School District to make such a request. The SRO shall provide the services as described below (collectively, the “Services”) from the first day of the academic year until the last day of the academic year (“School Year”).

1. The SRO shall assist in the prevention and control of delinquency, truancy, and disorder at the schools as assigned by the Department, and shall collaborate and share information with school district staff regarding these Services as appropriate.
2. The SRO shall take law enforcement action when necessary or as directed by the police chain of command.
3. The SRO shall assist the Schools and School District staff in developing plans, procedures, and strategies to prevent or minimize dangerous situations that can occur on campus.
4. The SRO shall be familiar with agencies and resources that may offer assistance to youth and their families and in conjunction with the Schools make referrals as appropriate.
5. The SRO shall provide a visible and consistent presence at all Schools as appropriate.
6. The SRO shall enforce federal, state and municipal laws as appropriate.
7. The SRO shall present to children, in coordination with school faculty and staff, various programs on issues such as conflict resolution, violence prevention, drug and alcohol abuse, and traffic and pedestrian education.
8. The SRO shall notify the respective School's principal or assistant principal when appropriate of school-involved criminal investigations and enforcement activity.
9. Although the SRO shall be a trusted and mature member of the school community, and as such will assist in holding students accountable for their conduct, the SRO shall not be a school disciplinarian, nor shall he or she be expected to enforce school rules and policies.
10. The SRO shall generally not be present during administrative searches unless requested to do so because of safety concerns or other special circumstances.
11. The SRO shall not be assigned duties that are regularly assigned to school personnel, such as lunchroom, study hall, or detention duties.
12. The SRO shall follow constitutional and legal guidelines on all procedures and protocol in the performance of the Services.
13. The SRO will understand that the Services are a critical piece of an overall community policing strategy that involves the entire community beyond the Schools, including the Seniors, the Boys and Girls Club, the Girl Scouts, neighborhood groups, and many others.
14. The SRO shall carry out any other duties approved by the Department chain of command, and to the extent that they are consistent with the goals, objectives, and spirit of the SRO Program and the Department.
15. The SRO may transport students when the students are victims of a crime, a truant, under arrest or in protective custody, or other appropriate circumstance.

B. Duties of the School District and Schools

1. The School District shall make every effort to coordinate programs that deal with law enforcement issues through the SRO. If the SRO is unable to provide the necessary support, then the SRO will use best efforts to secure appropriate resources.
2. Each School shall provide the SRO with access to office space for the purposes of performing class preparation, clerical, and investigative duties. The office shall contain a telephone for general purposes, and a desk with a locking drawer. The Department will provide the SRO with customary office supplies, along with a computer and the forms required for the performance of the Services.
3. Each School shall provide, if available, network access for a computer so that e-mail and Internet are accessible to the SRO.
4. School officials shall allow the SRO to access student files that are a matter of public record and not protected by privacy laws that prevent access by law enforcement.

5. The School District and the Schools shall carry out any other duties approved by the School District Board of Education, to the extent that they are consistent with the goals, objectives and spirit of the SRO program the Department and the School District.

II. PROGRAM ADMINISTRATION

- A. **Employment and Assignment.** The Department shall select and assign one officer to be the SRO. The selected officer shall be certified by the Colorado Peace Officer Standards and Training Board, and be an appointed sworn police officer of the Town. The SRO shall be an employee of the Town and shall comply with the policies and procedures of the Town and the Department. In the event of an emergency or other need as determined by the Department, the Department reserves the right to order and assign an SRO to assume non-SRO duties and leave a School or otherwise cease performance of the Services temporarily, until the emergency or other Department need has been resolved.
- B. **Schedule.** The SRO will work a schedule generally consistent with regular School hours, meaning eight (8) hours a day, five (5) days a week. During School vacations and other non-School days, the Department may assign the SROs to other police duties that meet the needs of the Department. Nevertheless, the mutual understanding is that SROs will spend at least seventy-five percent (75%) of his or her work time in and around the Schools or doing SRO-related work during regular School hours in the course of the School Year. The School District acknowledges and agrees that the SRO may be required to leave a School to perform tasks specific to the Services including, but not limited to, attendance in court, or performing follow-up investigations, arrests, and training. A School may request the presence of the SRO for special events such as interscholastic games and dances, in which the SRO is performing predominantly a security role outside of regular school hours (“**Special Event Hours**”). In this case, the Department may in its discretion assign qualified officers other than the appointed SRO and the School District will reimburse the Town for an additional payment to the assigned officer based on the Department’s standard overtime rate. Within thirty (30) days of an officer providing such Special Event Hours, the Town shall submit a detailed invoice to the District detailing the number of Special Event Hours provided, the standard overtime rate for such hours, and describing the total amount owed by the District. The District shall pay the invoice within thirty (30) days of receipt of such invoice.
- C. **Supervision.** The SRO shall follow the Department’s chain of command and all Town and Department policies and procedures. The Department supervisors shall supervise the SRO on a day-to-day basis. The assigned supervisor will be responsible for maintaining contact with the principals, School administrations, and their management staffs. The SRO will work closely with School administrators and faculty to determine the most effective use of the officer’s time and expertise, but shall not be subject to the supervision of or direction by the School District, its officers, agents, or employees.
- D. **Performance and Appraisal of the SRO.** The assigned Department supervisor shall evaluate the SRO’s performance consistent with the Town’s policies and procedures and shall accept input from the Schools’ principals and their designees. In the event that School officials, with the concurrence of the Superintendent of Schools, have concerns about the performance of the SRO, or conclude that the SRO is not effectively performing the Services, the School District shall contact the Town’s Chief of Police. The Chief of Police may attempt to resolve the issues by meeting with School

District officials, the SRO, or both. The Chief of Police retains the discretion and right to reassign or terminate the SRO based upon the Town's and Department's respective policies and procedures.

- E. **Evaluation.** The Department will regularly assess and evaluate the effectiveness of the SRO program through consultation with the School District, survey work of the students and faculty, analysis of crime and discipline statistics, or other methods.
- F. **Uniform and Firearms.** The SRO shall wear standard Department police uniforms, although in special circumstances, with supervisory permission, the SRO may wear plain-clothes so long as he or she presents a professional appearance. While on-duty, the SRO shall always carry a Department-approved firearm, provided that in special circumstances, and with police supervisory authorization, the SRO may be unarmed.
- G. **Vehicle.** As necessary to the performance of the Services, and subject to availability, the the Department shall provide the SRO with the use of a Department vehicle while performing the Services.
- H. **Salary and Benefits.** The SRO will receive salary and employee benefits and normally issued equipment and supplies from the Department. The SRO program is funded by the Town and the School District. The School District agrees to pay the Town an amount equivalent to fifty percent (50%) of the SRO's base salary for providing the Services, which salary is Forty-Four Thousand Dollars and No Cents for the 2016-2017 School Year ("Service Fee"). The School District shall pay such Service Fee on or before August 18th, 2016. For all subsequent years in which the Parties have renewed this Agreement, the School District agrees to pay the Town a Service Fee in an amount equivalent to fifty percent (50%) of the salary of the SRO assigned by the Department for the School Year, and the School District shall pay such Service Fee on or before the first day of the School Year for which the Services will be rendered
- I. **Liability Coverage.** The Town and the School District shall exchange proof of insurance showing general liability coverage for the School 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 School District Superintendent, prior to the commencement of the Term of this Agreement.

III. TERM, RENEWAL, AND TERMINATION OF CONTRACT; NOTICE

- A. **Term; Renewal.** The term of this Agreement shall be for a period of one (1) School Year commencing at 12:01 a.m. on August 18, 2016 and terminating at 11:59 p.m. on May 26, 2017, or on a prior date of termination as may be permitted by this Agreement ("Term"). Subject to the terms of the Taxpayer's Bill of Rights (TABOR), this Agreement shall automatically renew for five (5) subsequent one-year periods unless either Party gives advance written notice as provided herein.
- B. **Termination.** Either Party may terminate this Agreement without cause upon providing thirty (30) days written notice to the other Party. Upon termination, the Town shall pay to the School District

a portion of the Service Fee established pursuant to Section II.H. of this Agreement on a *pro rata* basis.

- C. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given seventy-two (72) hours after the same has been deposited, certified mail, in any post office or postal box regularly maintained by the United State Postal Service addressed to the School District Superintendent at 110 South Centennial Dr., Ste. A, Milliken, CO 80543 and to the Chief of Police of the Town of Milliken, 1101 Broad St., Milliken, Colorado 80543. A Party may change these Addresses at any time by similar notice.

IV. MISCELLANEOUS PROVISIONS

- A. **Preservation of Immunity.** Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.
- B. **Entire Agreement.** This Agreement represents and contains the entire and integrated agreement between the Town and the School District and supersedes all prior negotiations, representations, or agreements, either written or oral.
- C. **Relationship of the 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 Town the School District, or as construing the School 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 School District. The School District shall not represent that the SRO is an employee or agent of the School District in any capacity. The SRO shall not represent that he/she is an employee or agent of School District in any capacity. The SRO shall remain solely an employee of the Town.
- D. **No Third-Party Beneficiaries.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School District receiving services or benefits under this Agreement is only an incidental beneficiary.
- E. **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. No term of this Agreement shall be deemed to be waived by the Parties except in writing signed by a person expressly authorized by a Party to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- F. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that each of the Parties is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt

or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2017, is dependent upon the Parties appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.

- G. Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- H. Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement (such as, without limitation, indemnification and insurance obligations) shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- I. Assignment.** Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.
- J. Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- K. Amendment.** Any amendments to this Agreement, including any exhibits hereto, must be in writing and be signed by both Parties.
- L. Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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EXECUTED THIS _____ DAY OF _____, 2016.

By: _____

Kent Brown
Town Administrator
Town of Milliken

By: 

Dr. Martin Foster
Superintendent of Schools
Weld County School District RE-5J

ATTEST:

Town Clerk
Town of Milliken

EXECUTED THIS _____ DAY OF _____, 2016.

By: _____

Kent Brown
Town Administrator
Town of Milliken

By:  _____

Dr. Martin Foster
Superintendent of Schools
Weld County School District RE-5J

ATTEST:

Town Clerk
Town of Milliken