

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE FUNDING,  
IMPLEMENTATION AND ADMINISTRATION OF  
PROGRAMS INVOLVING GRAND JUNCTION POLICE  
OFFICERS IN SCHOOLS**

THIS INTERGOVERNMENTAL AGREEMENT, dated as hereinafter set forth, is made by and between the CITY OF GRAND JUNCTION, a Colorado municipal corporation ("City" or "Police Department") and MESA COUNTY VALLEY SCHOOL DISTRICT FIFTY-ONE ("District 51") (collectively "Parties").

THE PARTIES AGREE AS FOLLOWS:

1. AUTHORITY: This Intergovernmental Agreement ("IGA") is made by and between the Parties in accordance with C.R.S. 29-1-203, *et seq.*
  
2. PURPOSE: This IGA provides for services in support of the health, safety and welfare of District 51 through a School Resource Officer ("SRO") program by and between the City and District 51. As more particularly described herein the Police Department will assign two officers to provide services to Grand Junction High School; and one officer to each of the following middle schools, Bookcliff, East, West and Orchard Mesa, generally during normal school hours for the school year, providing staffing is available, as determined by the Police Department in its sole discretion, for the 2019-2020 school year. The Police Department will endeavor to provide the District 51 Director of Safety and Security advance notice of staffing changes/personnel assignments. Collectively the services may be known and referred to as the "GJPD – District 51 SRO Program."
  
3. TERM: The term of the agreement shall coincide, and for purposes of delivery of service and District 51's payment for those services, with the District 51 fiscal year (July 1 to June 30), or ("Service Period.") The Parties intend that the IGA continue from Service Period to Service Period (school year to school year) notwithstanding that a portion of a Service Period(s) will occur during different District 51 fiscal years. District 51's payment for services is subject to annual appropriation by the Board of Education. During any term of this agreement and/or at the conclusion of any term, the Parties shall determine if continuation and/or modification of the services is mutually beneficial. If so, any further agreement(s) shall be reduced to writing and be signed by the Parties. If continuation and/or modification are determined to not be mutually beneficial, then written notice provided at least 45 days prior to the commencement of a

new Service Period will serve to terminate this agreement.

4. THE CITY'S OBLIGATIONS & RESPONSIBILITIES:

- a. The City's obligations and responsibilities arising out of and under this IGA are expressly conditioned on an appropriation of funds by the Grand Junction City Council. If the City Council does not appropriate funds, then the City will be relieved of any and all obligations and responsibilities as provided herein.
- b. The Police Department will select up to six (6) Colorado P.O.S.T. certified, trained and proficient police officers, in accordance with Police Department policy, to serve as SRO's for the GJPD – District 51 SRO Program. The SRO's will be scheduled with due consideration of the school calendar for the school where each SRO is assigned, and will be assigned generally during the normal school hours of each assigned school. Assignments outside regular hours may occur, and any such assignment(s) of personnel shall be determined by the Police Department. In the event of changes of personnel and/or scheduled hours, the Police Department will, if possible, provide advance notice to the District 51 Director of Safety and Security.
- c. The School District or school of assignment may request from the Community Resource Unit (CRU) Sergeant that an SRO be assigned additional hours and/or days other than or beyond normal working hours. The CRU Sergeant has the sole and absolute discretion regarding assignments of SROs or other patrol officers beyond the assigned, contracted days. If the School District or school of assignment requests and obtains approval for additional coverage from the CRU Sergeant, District 51 shall compensate the Police Department on an actual per hour cost, at the fully burdened rate of pay for each officer assigned to provide the additional coverage. The cost of the additional service shall be over and above the fee established in paragraph 5(a)(xii). When appropriate and practical to do so, every effort shall be made to include the District 51 Director of Safety and Security or his designee on any processes that involve the appointment of an officer to the position of school resource officer.
- d. SROs will, as appropriate based on their experience, training and in accordance with Police Department/City policy:
  1. Differentiate between disciplinary issues and crime/criminal behavior; and as appropriate consider the use of restorative approaches to address behavior(s) in lieu of law enforcement intervention, or when law enforcement intervention is appropriate, utilize the necessary methods to resolve the law enforcement contact;

- II. Assist in de-escalating school-based incidents when possible and when appropriate;
  - III. Augment safety on school grounds and help to establish and endeavor to maintain a safe environment;
  - IV. When appropriate and to the extent that SROs are familiar with various community agencies or community organizations, SROs may assist school staff and students with referrals to community agencies and/or organizations;
  - V. When appropriate, SROs may assist with resolving law enforcement issues that affect the School District and the broader community;
  - VI. Provide a positive image and serve as a liaison between the Police Department, the students, the school administration and District 51 security personnel;
  - VII. Participate in meetings with school administration when requested by during the SROs assigned duty hours and as appropriate;
  - VIII. Serve on the building crisis intervention teams upon request by school administration;
  - IX. Appear and testify at District 51 disciplinary hearings upon request by school administration or school district legal counsel as appropriate;
  - X. Work cooperatively with District 51 security personnel as needed and as appropriate, based on the circumstances and nature of the incident(s) in question.
- e. The Police Department will:
- I. Evaluate and provide direct supervision to the SROs in accordance with this agreement, Department policy and applicable law;
  - II. Provide the SROs with uniforms and equipment;
  - III. Ensure the supervising Sergeant to maintain communication with District 51 school administration and conduct face to face meetings with the District 51 Director of Safety and Security at least twice per semester to

receive feedback on the performance of the SROs;

- IV. Train SROs on their role within District 51 schools and on the rights afforded to students by law. Training will include but not be limited to State of Colorado School Resource Officer basic training and specific and relevant duties and responsibilities arising out of or under this agreement.

## 5. DISTRICT 51 OBLIGATIONS & RESPONSIBILITIES

District 51 may request in writing the removal/re-assignment of any SRO for any reason. The Police Department Commander with oversight of the SRO Program shall consider District 51's input when considering the removal or reassignment of any SRO and the Chief of Police shall have the final decision concerning the removal or reassignment of any SRO.

a. District 51 will:

- I. District 51's obligations and responsibilities arising out of and under this IGA are expressly conditioned on an appropriation of funds by the State of Colorado. If the State of Colorado does not appropriate funds, then District 51 will be relieved of any and all obligations and responsibilities as provided herein.
- II. Authorize the District 51 Director of Safety and Security to act as the school district coordinator;
- III. Provide a school facilitator (liaison in the school);
- IV. Provide a private office or work space for SRO's materials and personal effects;
- V. De-escalate incidents whenever possible and as appropriate to reduce the need for intervention by SRO's;
- VI. Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless absolutely necessary or required by law;
- VII. Cooperate with investigations and law enforcement actions without hindering or interfering with the Police Department's or the assigned SRO's official duties;

- VIII. Provide ongoing feedback to the Police Department designee for evaluation purposes;
- IX. Offer an opportunity for the SRO and school administration to meet with community stakeholders at least once per semester;
- X. Notify parents as soon as possible when students are ticketed or arrested;
- XI. Notify officers responding to a school-based infraction if any student involved possesses disabilities and/or an Individualized Education Plan ("IEP") and who therefore may require special treatment or accommodations;
- XII. Provide for a mutually agreeable time for District 51 school administration to maintain communication with a member of the Police Department, having a rank of Sergeant or above, to conduct face to face meetings at least twice per semester with the District 51 Director of Safety and Security to offer feedback on the performance of services provided by the SRO.
- XII. Pay the City for service for each Service Period in accordance with the following payment schedule. The payment schedule is \$100,000 for 2019/2020; \$200,000 for 2020/2021; and, \$300,000 for 2021/2022. Compensation after 2022 shall be determined by mutual agreement of the parties' payment for the 2019/2020 Service Period shall be due at the time this agreement is signed. Payment for subsequent Service Periods shall be payable in advance of the first day of school of each Service Period (and in any event on or before August 15<sup>th</sup> of each Service Period.) District 51's payment for services is subject to annual appropriation by the Board of Education.

6. MUTUAL OBLIGATIONS & RESPONSIBILITIES

- a. The SRO's, the Police Department and District 51 will work to achieve and maintain effective, efficient and collaborative working relationships. To that end each acknowledges and understands the cultures of the schools and the purposes of this agreement and the services to be provided. The selection of SROs assigned to the SRO Program will be made through a process involving the Police Department and, when possible, a member of District 51's school administration. The mission of the SROs is to help District 51 to achieve and maintain a safe learning environment while acting as positive role models for District 51 students by working in a cooperative, proactive, and problem-solving manner. The Chief of Police shall have the final decision

as to the selection and placement of each SRO.

- b. The Police Department and the School District retain all of their respective rights and obligations under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. ("GIA.") The Police Department and the City specifically assume and make no representations that its delivery of service arising out of or under this agreement will ensure the safety of any person(s) or property and assumes no responsibility or liability for the implementation, operation or administration of this program.
- c. In the event of a claim(s), demand(s) or action(s) by a third party against the City and/or School District that is outside the protections of the GIA and arises out of or under this Agreement, the Parties agree to jointly defend, pay and indemnify, except in the event of a credible allegation that a party acted willfully and wantonly, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence occasioned wholly or in part through or by virtue of this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

MESA COUNTY VALLEY SCHOOL DISTRICT FIFTY-ONE

By: *Diana Sirko*  
Diana Sirko, Superintendent

Date: February 4, 2020

Attest:  
*Jeri McKel*

CITY OF GRAND JUNCTION, COLORADO

By: *Greg Caton*  
Greg Caton, City Manager

Date: February 11, 2020

Attest:  
*Wanda Winkelmann*  
Wanda Winkelmann, City Clerk

