INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FREDERICK AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

THE AGREEMENT is made by and between the TOWN OF FREDERICK and ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J (School District).

WHEREAS, the Town of Frederick, School District, and the community are significantly 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 delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town of Frederick and the School District have jointly developed a school resource officer 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 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, faculty, and young people and in the prevention of delinquency;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

I.
SCOPE OF SERVICES

A. The School Resource Officer shall be assigned to work with the administration, faculty, and students of Frederick High School, Legacy Elementary School and Frederick Elementary School, and may perform functions including, but not limited to, the following:

1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.

2. Conduct or assist in the investigation of offenses on campus.

3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, community responsibility, for students, parents, and other groups associated with the schools.

4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.

5. Enforce state statutes and municipal codes as appropriate.

6. Appear in court and assist in prosecution and other judicial processes as appropriate.

7. Assist in the coordination of efforts of other enforcement agencies on the campuses.

8. Provide visible presence on the campuses.

9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.

10. Attend school-related functions during normal classroom hours. Officer may be asked to adjust his/her hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the High School. This will not replace security and off-duty work already in place.

11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.

II.
PROGRAM ADMINISTRATION

A. **Employment**. The School Resource Officer shall be a regular employee and certified police officer of the Town of Frederick. The Officer will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town of Frederick. The officer also will comply with the policies and regulations of the School District, to the extent that such policies and regulations are not in conflict with those of the Town of Frederick; are not in conflict with other terms contained herein or direction of the Town of Frederick; and are not in conflict with federal, state or town laws.

B. **Salary and Benefits**. The School Resource Officer will receive salary and employee benefits and normally issued equipment and supplies from the Town of Frederick. The School Resource Officer Program is funded by the Town of Frederick and the School District. The School District agrees to pay $21,105 to offset a portion of the salary and benefit obligations for a period from August 18, 2010 to May 31, 2011 for one officer which is payable not more than 30 days after the Agreement has been executed.

C. **Schedule**. The School Resource Officer will work a schedule, consistent with Town of Frederick policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the Schools are in session, the School Resource Officer will devote such Officer's full shift to the school calendar day, except for required duties such as court appearances. During the Schools' summer vacation, spring break, holiday breaks, and on other days when the Schools are not in

session, and the Officer is not involved in assigned School-related activities, the School Resource Officer will be assigned to duties in the Police Department. In the event of an emergency, as determined by the Town of Frederick, the School Resource Officer may be required to perform general law enforcement duties. The School Resource Officer shall attend in-service training conducted by the Town of Frederick scheduled throughout the year.

D. **Supervision**. The School Resource Officer is subject to the Town of Frederick's chain of command and the supervision of the assigned Town of Frederick supervisors. Day-to-day supervision will be assigned to Town of Frederick supervisors. The assigned Town of Frederick supervisor will be responsible for maintaining contact with the principals, School administration, and their management staffs. The School Resource Officer 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 or direction by the School District, its officers, agents, or employees.

E. **Performance Appraisal**. The School Resource Officer's performance will be evaluated consistent with the Town of Frederick policy and procedures by the assigned supervisor and will accept input from the Schools' principals or their designees.

F. **Vehicle**. As necessary to the duties of the position, and subject to availability, the School Resource Officer will be provided on-duty use of a Town of Frederick vehicle.

G. **Liability Coverage**. The Town of Frederick and School District shall exchange evidence of insurance showing general liability coverage for School District and general liability and professional coverage of Town of Frederick in the minimum amount of Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution of this contract, through Town of Frederick's Risk Management and School District Superintendent. Such evidence shall be approved by each recipient prior to the commencement of this Agreement.

H. **Termination**. This Agreement may be terminated without cause by either the Town of Frederick or School District upon 30 days' written notice. Upon termination, any funds provided by the School District shall be prorated and returned to the School District. Notice shall be given to the Town of Frederick Police Chief or the School District Superintendent as appropriate.

I. **Entire Agreement**. This Intergovernmental Agreement contains the entire agreement of the parties. Amendments of this Intergovernmental Agreement may be made only in writing and signed by all parties hereto.

J. **Relationship of the Parties**. It is mutually agreed and understood that nothing contained in this Intergovernmental Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town of Frederick and School District or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Town of Frederick. The School

District shall not represent that the School Resource Officer is an employee or agent of the School District in any capacity. The School Resource Officer shall not represent that he/she is an employee or agent of School District in any capacity. The School Resource Officer shall remain solely an employee of the Town of Frederick.

K. **Third Party Beneficiaries**. None of the terms or conditions in this Intergovernmental 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 of Frederick or School District receiving services or benefits under this Contract is only an incidental beneficiary. Nothing in this Intergovernmental Agreement shall be deemed as a waiver of immunity or liability limits granted to the Town of Frederick and the School District under the Colorado Governmental Immunity Act.

III.
TERM OF CONTRACT

The terms of this agreement shall begin August 18, 2010, and shall continue through May 31, 2011.

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.

EXECUTED THIS _____DAY OF _____, 2010.

_____	Don Haddad
Eric E. Doering Mayor Town of Frederick	Don Haddad Superintendent of Schools St. Vrain Valley School District RE-1J

ATTEST:

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Town Clerk
Town of Frederick