

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
SCHOOL DISTRICT NUMBER 6, ARAPAHOE COUNTY, COLORADO, D/B/A
LITTLETON PUBLIC SCHOOLS
AND
THE CITY OF LITTLETON
FOR SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement ("IGA") is made and entered into this ____ day of _____, 2016, by and between SCHOOL DISTRICT NUMBER SIX, ARAPAHOE COUNTY, COLORADO, d/b/a LITTLETON PUBLIC SCHOOLS, hereinafter referred to as "School District" and THE CITY OF LITTLETON, hereinafter referred to as "City."

RECITALS

WHEREAS, the School District and the City desire to place school resource officers at Littleton High School, Heritage High School, Powell Middle School, Goddard Middle School, Euclid Middle School, and Options Secondary Program and their neighborhoods;

WHEREAS, this IGA formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults;

WHEREAS, this IGA delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between Littleton Public Schools and the City of Littleton Police Department;

WHEREAS, the success of this program relies upon the effective communication between all involved employees, the principal of each individual Littleton Public Schools, and other key staff members of each organization; and

WHEREAS, the School District has agreed to reimburse the City for one-half of the cost of placing the officers at the schools;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree to as follows:

1. The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by the City of Littleton Police Department (hereinafter referred to as "SRO") to the Littleton Public Schools facilities on a permanent basis.

2. The City shall assign six patrol officers as SROs to serve on a full-time, year-round basis, excluding city-authorized leaves such as vacation or sick leave, to perform duties primarily within Littleton High School, Heritage High School, Powell Middle School, Goddard Middle School, Euclid Middle School and Options Secondary Program and their neighborhoods.

3. The City's police department shall appoint the SROs based solely on the department's selection criteria but shall include the School District in the selection process as practical.

4. The officers shall at all times be employees of the City, and their duties will be determined solely by the City after consultation with the District.

5. The City shall supervise the officers, who shall be subject to discipline under the police department's policies and procedures and the City's personnel policies and procedures.

6. The general duties, roles, and responsibilities of the SROs shall include law, traffic, and parking enforcement; investigative follow-up; and community problem solving. The officers shall not be used as disciplinarians. All discipline will be handled by the School District and their staff. All SROs will understand that the School District utilizes a restorative approach and seeks to minimize the use of law enforcement intervention. Principals or their designees may request the assistance of an SRO for the purpose of safety when conducting a school investigation, including searches. However, if an SRO initiates a law enforcement investigation or search based on probable cause, the officer is responsible for notifying the principal/designee and the parent(s). The school administrator should ensure staff cooperates with police investigations or actions related to crime or criminal activity on campus.

The SROs will work during school hours. School resource officers are required to attend all mandatory trainings through the department in order to maintain their POST certification. The officers are permitted to work after-school events. The School District shall provide the officers with a secure work space where the SRO can conduct interviews, meetings, and attend to tasks as assigned. New SROs will participate in the School District's training on procedures for threat assessment, suicide intervention, and juvenile sexual offender management.

7. As allowed by law, in the case of an imminent health or safety emergency, student information and records may be shared immediately between the school and the SRO. SROs

shall be permitted controlled access to the student information system used by the district. All federal and state laws governing the collection, use, and dissemination of student records will be followed. Any information obtained through the School District system shall only be used for active investigations by the City's police department. To obtain any additional educational records, the SRO must sign a records request form.

8. The SROs shall communicate on a regular basis, formally at scheduled meetings and informally as required, with school administrators, staff, students, parents, and neighborhood residents.

9. The School District shall reimburse the City annually for fifty percent (50%) of the cost of the SRO positions to include salary and benefits, uniform allowance and equipment, vehicles, gasoline, and vehicle maintenance. The City shall provide the School District with a semi-annual invoice for these costs.

10. The SROs shall be subject to emergency calls and assignments outside of the schools and/or neighborhoods when their services are required, as determined by the sole discretion of the City.

11. The IGA shall terminate on August 31, 2017. No amendment or modification of this IGA shall be valid unless expressed in writing, executed by the parties hereto in the same manner as the execution of this intergovernmental agreement (IGA). This IGA may be terminated by thirty (30) days' written notice given by either party.

12. This IGA supersedes and replaces the Intergovernmental Agreement between the parties dated March 18, 2015. This IGA contains the entire agreement between the parties, and any written or oral agreements, which are different from the terms, conditions, and provisions of this IGA, shall be of no effect and shall not be binding upon either party.

13. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Each party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

14. All notices required hereunder shall be given to:

Littleton Public School District #6
Superintendent of Schools
5776 S. Crocker Street
Littleton, Colorado 80120

City of Littleton
Attn: City Manager
2255 W. Berry Avenue
Littleton, Colorado 80120

All notices so given in writing shall be effective upon receipt when hand delivered, or upon mailing if notice is given by first class mail.

15. This IGA is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed by their duly constituted officer, the day and year first above written.

ARAPAHOE COUNTY SCHOOL DISTRICT
No. 6, ARAPAHOE COUNTY, COLORADO d/b/a
LITTLETON PUBLIC SCHOOLS

By: _____
Brian Ewert
Superintendent, Littleton Public Schools

By: _____
Lucy Stanish
President

Attest: _____
Mary Nicols
Secretary to the Board

THE CITY OF LITTLETON

By: _____
Doug Stephens,
Chief of Police

By: _____
Bruce Beckman
Council President

Attest: _____
Wendy Heffner
City Clerk

Approved as to form:

Kristin Schledorn, Deputy City Attorney

