

ORDINANCE NO. 12 - 2015

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE ALAMOSA SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE
OFFICER FROM THE ALAMOSA POLICE DEPARTMENT TO THE ALAMOSA
SCHOOL DISTRICT**

WHEREAS, the City of Alamosa Police Department and the Alamosa School District currently cooperate through an intergovernmental agreement to provide for an officer from the Alamosa Police Department to be stationed at one or more of the schools within the Alamosa School District as a school resource officer; and

WHEREAS: public safety and crime prevention is enhanced by the presence of a school resource officer in the schools, where the officer can provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violent situations, violence prevention, and other safety issues in the school community, and can gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students; and

WHEREAS: C.R.S. § 22-32-146 specifically envisions an on-campus role for school resource officers; and

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as shared public safety dispatch services; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the Colorado Alamosa School District and the City of Alamosa Police Department attached to this Ordinance is hereby adopted and approved, and the Police Chief is directed to execute Agreement on behalf of the City of Alamosa;

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

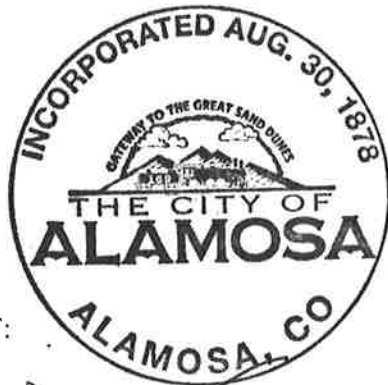
Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage

shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

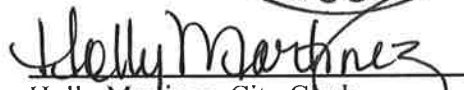
Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 19th day of August, 2015, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 2nd day of September, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 2nd day of September, 2015.



ATTEST:


Holly Martinez, City Clerk

CITY OF ALAMOSA

By


Josef Lucero, Mayor

SCHOOL RESOURCE OFFICER AGREEMENT

City of Alamosa Police Department

Alamosa Public School District

This Agreement is entered into this 27th day of July, 2015, by and between the City of Alamosa Police Department, hereinafter referred to as "City" and, the Alamosa Public School District, hereinafter referred to as "District."

Both entities are political subdivisions of the State of Colorado. Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as shared public safety responsibility. The City and the District have determined that public safety is enhanced by the cooperation between their entities set forth in this Agreement.

THEREFORE

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement:

The purpose of this Agreement is for the City to assign a police officer to provide law enforcement services as specified herein; full-time to the District at the Alamosa High School, with the option to work in the same capacity at Ortega Middle School and the elementary school.

The police officer will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource persons, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term:

The term of this Agreement shall be from August 2015 until the end of the 2015-2016 school year, May 2016, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.

3. Termination:

This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. Relationship of Parties:

The City and assigned police officer shall have the status of an independent contractor for purposes of this Agreement. The police officer assigned to the District shall be considered to be an employee of the City and shall be subject to its formal control and supervision. The assigned officer will be subject to current procedures in effect for other Alamosa police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration:

In consideration of the assignment of police officer to work with the District as provided herein, the District agrees to pay the City 50% of the officer's salary and benefits. This amount will not exceed \$25,000 per school year. The amount will be billed by the City to the District for each paycheck issued to the officer. The District will not be responsible for payment of overtime, unless it is requested by the District. The officer's weekly District schedule will be mutually agreed upon in consultation with the principal of the school the officer is assigned to. The officer may be asked to attend afternoon or evening events in lieu of regular day duty. The City will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City.

6. Officer Responsibilities:

The Officer assigned to the District shall:

- 6.1. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violent situations, violence prevention, and other safety issues in the school community.
- 6.2. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer.

- 6.3 Provide informational services and be a general resource for the school staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- 6.4 The officer will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
- 6.5 When a crime occurs, the officer will take the appropriate steps consistent with a Colorado law enforcement officer's duties. These will specifically include, but are not limited to, compliance with C.R.S. § 22-32-146.
- 6.6 The officer will present educational programs to students and school staff on topics agreed upon by both parties.
- 6.7 The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- 6.8 The officer will attempt to advise the school principal prior to taking any legal action, subject to the officer's duties under the law, in an attempt to foster a cooperative decision making process good for all involved.
- 6.9 The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The School Resource Officer is not to be used for regularly assigned lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance:

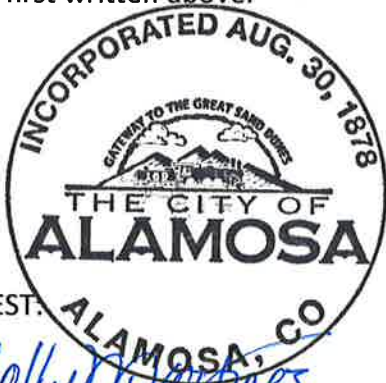
The City will endeavor to have the police officer available for duty each day that school is in session during the regular school year. The City is not required to furnish a substitute officer on days when regular the School Resource Officer is absent due to illness or police department requirements. The officer's SRO activities will be restricted to the assigned school grounds except for:

- 7.1 Follow up home visits when needed as a result of school related student problems.
- 7.2 School related off-campus activities when officer participation is requested by the principal and approved by the City.
- 7.3 In response to off-campus, but school related, criminal activity.
- 7.4 In response to emergency police activities.

8. District Responsibilities:

District will provide the police officer an office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer. The City will provide personal equipment to include all uniforms and a fully equipped police patrol vehicle that will be parked on campus when the officer is working

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date and year first written above.



ATTEST:

Holly Martinez
Holly Martinez, City Clerk

CITY OF ALAMOSA POLICE DEPARTMENT

[Signature]
By: Duane C. Oakes, Chief of Police

8/10/15

Alamosa School District, RE11J

[Signature] 07-08-2015
By: Robert Alejo, Superintendent