

**AGENDA ITEM SUMMARY** May 21, 2019  
City Council

**STAFF**

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Jerry Schiager, Lieutenant  
Bronwyn Scurlock, Legal

**SUBJECT**

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Resolution 2019-063 Authorizing the City Manager to Enter into an Agreement with the Poudre School District R-1 for the School Resource Officer Program.

**EXECUTIVE SUMMARY**

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The purpose of this item is to authorize the City Manager to enter into an Intergovernmental Agreement (IGA) between the Poudre School District R-1 (District) and the City of Fort Collins, on behalf of Fort Collins Police Services (FCPS) which updates, replaces and supersedes the previous IGA and continues the School Resource Officer (SRO) Program.

**STAFF RECOMMENDATION**

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Staff recommends adoption of the Resolution.

**BACKGROUND / DISCUSSION**

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Police Services has been involved in a financial partnership with Poudre School District to provide dedicated police officers in the schools since 1995. Police officers assigned to the schools provide traditional law enforcement services as well as teaching and mentoring of students. Assessing safety and security issues in the schools and instructing administrators and staff to respond to potential violent situations has been an increasing responsibility of the SROs.

Currently four officers are assigned to the traditional high schools and seven officers are assigned to the traditional middle schools. The middle school officers provide coverage to the remainder of the schools. The unit is supervised by a police sergeant. This year, with the support of City Council and the School Board, two police corporals will be added to help with supervision and school coverage.

In 2014 City Council adopted a resolution allowing the City Manager to sign the annual Intergovernmental Agreement with the District for a period of four years. That authorization has expired. This Resolution authorizes the City Manager to sign the IGA for the next four years.

This IGA is scheduled to go before the School Board on May 28, 2019.

**CITY FINANCIAL IMPACTS**

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The IGA provides that the District pays for 50% of the costs of the personnel assigned to the SRO unit for the 44 weeks of the school year (220 days). Under this agreement the District does not pay for officers for eight weeks per year during school breaks. The cost reflects the total cost of a police officer, including items such as training, equipment and a police vehicle. The District makes quarterly payments to the City based on the cost per day of the assigned personnel. Under this agreement the District will pay approximately \$58,374 of the \$137,975 annual cost of each police officer. The overall estimated cost to the District in this 2019-2020 IGA is

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\$865,740 for 11 police officers, 2 corporals and one sergeant. The remaining cost has already been appropriated in the Police Services general fund budget.

### **PUBLIC OUTREACH**

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There was no specific outreach done regarding the 2019-2020 Intergovernmental Agreement.

RESOLUTION 2019-063  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE  
POUDRE SCHOOL DISTRICT R-1 FOR THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, effective July 6, 2014, the Poudre School District R-1 (the “District”) and the City entered into an Intergovernmental Agreement (the “2014 IGA”) for The School Resource Officer Program (the “Program”); and

WHEREAS, the 2014 IGA allowed the City Manager to enter into four, one-year extensions to the term of the Agreement to make modifications, including updated dollar amounts to reflect changes in related salaries, staff time and the number of positions funded; and

WHEREAS, the goals of the program continue to be:

1. Provide a safe learning environment and help reduce school violence;
2. Improve school law enforcement collaboration; and
3. Improve perceptions and relations between students, staff and law enforcement officials; and

WHEREAS, the District and the City both recognize that over the years the program has provided outstanding benefits for the citizens of the City, the District and particularly for the students of the District’s schools located within the City; and

WHEREAS, the parties agree that it is in the best interests of the District, the City and the citizens of the City for the District and the City to continue with the program; and

WHEREAS, it is the intent of the District and the City that the Agreement replace and supersede in all respects the 2014 IGA; and

WHEREAS, the term of the Agreement is one year beginning on July 1, 2019; and

WHEREAS, the District and the City may wish to amend the Agreement in the future to address, among other things, changes in current practices, funding and/or the addition of new positions, or to extend the term of the Agreement with or without amendments for up to four additional one-year terms; and

WHEREAS, Article II, Section 16 of the Charter of the City of Fort Collins empowers the City Council, by ordinance and resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes and Article XIV, Section 18 of the Colorado Constitution provides that governments may cooperate or contract with one

another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, under Section 1-22 of the Code of the City of Fort Collins, intergovernmental agreements and other cooperative arrangements between the City and other governmental entities are to be submitted to the City Council for review, unless they fit within one of the exceptions that permit execution by the City Manager; and

WHEREAS, the City Council has determined that the IGA is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit "A," together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines necessary and appropriate to protect the interests of the City or further the purposes of this Resolution.

Section 3. That the City Manager is hereby authorized to enter into up to four, one-year extensions to the term of the Agreement, which extensions may include such modifications and additions as the City Manager, in consultation with the City Attorney, determines necessary and appropriate to protect the interests of the City or further the purpose of this Resolution, including updated dollar amounts to reflect changes in related salaries, staff time and the number of positions funded.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 21st day of May, A.D. 2019.

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Mayor

ATTEST:

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Chief Deputy City Clerk

**AGREEMENT BETWEEN  
THE POUDRE SCHOOL DISTRICT R-1 AND THE CITY OF FORT COLLINS  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into by and between POUDRE SCHOOL DISTRICT R-1 (hereinafter referred to as the "District") AND THE CITY OF FORT COLLINS, on behalf of FORT COLLINS POLICE SERVICES, (hereinafter referred to as the "City").

**WITNESSETH:**

- A. Effective July 1, 2019, the District and the City enter into this Intergovernmental Agreement to implement the School Resource Officer Program (hereinafter referred to as "the Agreement").
- B. The goals of the School Resource Officer Program (hereinafter referred to as "the Program") are to:
  - 1. Provide a safe learning environment and help reduce school violence;
  - 2. Improve school law enforcement collaboration; and
  - 3. Improve perceptions and relations between students, staff and law enforcement officials.
- C. The District and the City both recognize the outstanding benefits that the Program has for the citizens of the City and the District and particularly for the students of the District's schools located within the City.
- D. It is the Parties' intent that the Parties share proportionally the costs for any School Resource Officers or Supervisors assigned to the Program. Each Party's proportionate share shall be as designated in Article IV.
- E. It is the intent of the District and the City that this Agreement replace and supersede in all respects all prior agreements between the Parties as it relates to the agreements contained therein between the District and the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and the City hereby agree as follows:

**ARTICLE I**  
**Term**

This Agreement shall commence on July 1, 2019 and shall continue in effect through and including June 30, 2020, unless earlier terminated as provided in Article X of this Agreement.

**ARTICLE II**  
**The Program**

A. Assignment of School Resource Officers (hereinafter SROs)

1. The City shall assign one (1) SRO to each of the following schools, for a total of four (4) SROs:

Poudre High School  
Fort Collins High School  
Fossil Ridge High School  
Rocky Mountain High School

2. In addition, the City shall assign one (1) SRO to each of the following middle schools, for a total of (7) SROs:

Blevins Middle School  
Boltz Middle School  
Kinard Middle School  
Leshner Middle School  
Lincoln Middle School  
Preston Middle School  
Webber Middle School

3. Each SRO will also be assigned to feeder schools as determined by the SRO Supervisor. The following is a total listing of feeder schools within the Fort Collins city limits:

Barton Center (Poudre Global Academy/Options Homeschool)  
Bacon Elementary School  
Bauder Elementary School  
Beattie Elementary School  
Bennett Elementary School  
Centennial High School  
Dunn Elementary School  
Fullana Learning Center  
Harris Bilingual Elementary School  
Irish Elementary School  
Johnson Elementary School  
Kruse Elementary School  
Laurel Elementary School  
Linton Elementary School  
Lopez Elementary School  
McGraw Elementary School

O'Dea Elementary School  
Olander Elementary School  
Polaris Expeditionary Learning School  
Poudre Community Academy  
Putnam Elementary School  
Riffenburgh Elementary School  
Shepardson Elementary School  
Tavelli Elementary School  
Traut Core Knowledge Elementary School  
Werner Elementary School  
Zach Elementary School

- a) Any additional schools which are annexed into the City or which come into existence during the term of this Agreement shall be considered feeder schools and will be assigned to an existing SRO as determined by the SRO Supervisor.
  - b) If additional high schools or middle schools are annexed into the City or come into existence or any schools are closed during the term of this Agreement, the existing SROs assigned to high schools and middle schools under this Agreement may be reassigned by the SRO Supervisor in consultation with the District. It is the intent of this Agreement that the City and the District continue to work in good faith to reach agreement regarding the assignment and funding of any SROs such that a separate SRO is assigned to each and every comprehensive high school and middle school, except Centennial High School, Polaris Expeditionary Learning School, Poudre Community Academy or any other non-traditional middle or high school. Any new programs or non-traditional schools will be staffed by mutual agreement via an amendment to this Agreement. If such efforts fail, regardless of the reason therefor, the City, in consultation with the District, may reassign existing SROs to any new middle or high schools in addition to the existing SRO's assignment under this Agreement.
  - c) There will be no SROs assigned to Charter Schools under the terms of this Agreement.
4. Each SRO shall have an office in his/her primary assigned school. Each SRO assigned to multiple schools shall have an office in at least one of the schools. The location and specifications of all offices shall be designated and approved by the District's Executive Director of Operations and building principal.
  5. The City shall assign the duties of supervision of the SROs to the SRO Supervisor, who shall oversee the SROs and shall perform scheduled and non-scheduled visits to the schools. When practicable, during scheduled visits, the Supervisor shall meet with the assigned SRO and school administrators and any staff designated by the principal. The City shall also assign two (2) corporals as SROs to assist the SRO Supervisor with routine supervision duties. Corporals shall also be responsible for temporarily assuming the duties of the other SROs who are out due to illness or other short-term absence. Corporals shall perform scheduled and non-scheduled visits to the schools and assist in teaching and other trainings.

6. When practicable, the SRO Supervisor, the SROs and the District's Security Manager or his/her designee shall meet weekly at a time and location to be determined by the Parties to discuss problems, issues and concerns as they arise.

B. Regular Duty Hours of the SROs

1. The SROs shall be assigned to their primary schools on a full-time basis of eight (8) hours on those days and during those hours that the schools are in regular session. The primary purpose of the Program is to provide services during normal school hours. However, because it is sometimes desirable to have SROs attend school activities conducted outside of normal school hours, the principal(s) of the assigned school(s) and the SRO Police Supervisory Staff may agree to adjust the working hours of the SRO provided that overtime hours are not worked.
  - a) A SRO may be temporarily assigned other duties by the City during school holidays and vacations or during the period of a law enforcement emergency or law enforcement related training as determined by the City. The Parties agree that no compensation or refund of any funds provided in Article IV will be owed to the District during such temporary absence or assignment except as provided for in Article VII. D.
  - b) A SRO shall attempt to schedule vacations and floating holidays during periods when school is not in session. Any exception may be granted if approved by the SRO Supervisor after consultation with the principal of any affected school(s). Notwithstanding any provision contained herein to the contrary, the Parties agree that no compensation or refund of any funds provided in Article IV will be owed to the District during such approved vacations and floating holidays.

C. Summer Duty of the SROs

1. The Parties shall meet during the term of this Agreement to determine the number of SROs the City shall provide during the summer period when schools are not in session to provide the services required by this Agreement for summer school. Notwithstanding any provision contained herein to the contrary, if a lesser number of SROs or Supervisors than that provided for in Article II. A. are assigned during the summer months, the City shall not be required to refund any funds paid by the District.

D. Duties of the SRO

1. The SRO shall work during the hours school is in session and coordinate his/her schedule with the school principal or his/her designee of the SRO's assigned school. When schools are closed due to in-service training, the SRO, if invited by the school administrators, may attend the in-service training or use those hours for SRO administrative duties.
2. The SRO shall wear City-approved uniforms and drive a marked patrol unit. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with a dress code that is determined and approved by the principal of the SRO's assigned school and SRO sergeant.

3. Subject to the SRO's discretion and law enforcement authority, the SRO shall take appropriate law enforcement action as requested by school administrators. The SRO may also take such other appropriate law enforcement action as may be required by law or Fort Collins Police Services policy and must then notify the school administrator as soon as practicable of any violations or actions which impact school discipline, order or safety, or such other violations and actions as the District reasonably requests be reported. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to District policy, regulations and guidelines, Fort Collins Police Services policy, and legal requirements with regard to such interviews.
4. The SRO shall assist other SROs or law enforcement agencies in conducting investigations when requested or when required.
5. The SRO shall develop teaching expertise and assist faculty in conducting specialized classes on such topics as the role of policing in the community, search and seizure, traffic laws, crime prevention, victims' rights, community involvement, and youth programs. In addition, the SRO shall encourage and participate in discussion during classes to establish rapport with students. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by Fort Collins Police Services, the SRO Supervisor, and the principal or his/her designee of the affected school.
6. The SRO shall seek permission, advice, and guidance from school administrators prior to implementing any program within the school.
7. The SRO shall assist school administrators, staff, and faculty in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest.
8. The SRO shall be familiar with and abide by all relevant District policies, regulations and guidelines related to safety, student conduct and discipline issues, including the District's Code of Conduct except to the extent such policies, regulations, Code and guidelines conflict with his/her responsibilities as a law enforcement officer.
9. The SRO shall assist administrators, faculty and staff with the investigation of any suspected violations of law occurring on District premises. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a specific problem, the SRO may assist the school until the situation is remedied.
10. The SRO shall seek to establish working relationships with student organizations, faculty, staff members, District administrators, and community members. In addition, the SRO may attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support.
11. The SRO shall coordinate enforcement efforts with campus supervisory personnel, i.e., campus supervisors, campus security officers, hall monitors, parking attendants and private

security firm personnel.

12. The SRO shall maintain detailed, accurate, and up-to-date records as required by Fort Collins Police Services, school administrators and central administrators, and submit reports as requested.
13. The SRO shall work proactively with all law enforcement agencies that serve the District community.
14. The SRO shall work proactively with students, parents, and faculty regarding public safety and use problem-solving teams and programs to address outstanding problems.
15. The SRO shall provide information and referrals regarding community programs to school administrators, staff, students and parents so that appropriate assistance can be assessed. These programs may include mental health clinics, peer support, drug treatment centers, etc. The SRO may make referrals to community agencies and programs when necessary. The SRO shall refer students to the school or district counselor as needed. Referral guidelines shall be determined by the school administrator.
16. The SRO may attend, whenever possible, selected school functions as recommended by school administrators.
17. The SRO shall maintain the confidentiality of any information obtained pursuant to Title 19 of the Colorado Children's Code, and shall not disclose the information except as provided by law or court order.
18. The SRO shall maintain the confidentiality of District records and information in accordance with Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, the Family Educational Rights and Privacy Act and District policies.
19. The SRO shall coordinate with and inform the District's Security Manager, or his or her designee, of investigations and cases which have a significant impact on a school or the District, or other such matters as are designated by them or as required by law.
20. The SRO shall perform other duties which will promote the goals of the Program and which are mutually agreed upon by the District and the City.

E. Training

1. Basic SRO training shall be provided to all new SROs prior to commencement of employment as a SRO, or as soon as reasonably possible. Basic SRO training may be obtained through the Colorado Association of SROs, the National Association of SROs or any other organization which provides similar training. These expenses will be the responsibility of FCPS.
2. To the extent possible, monthly in-service training required by the City shall be on District non-student contact days.

**ARTICLE III**  
**Facilities and Equipment**

- A. The District shall provide to each full-time SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO's duties under this Agreement:
  - 1. The District shall provide each SRO with an office and shall provide access to any records which are deemed necessary by the District. Confidentiality of the records shall be maintained by the SRO pursuant to state law, District and FCPS policy.
  - 2. The District shall provide for the use of each SRO a desk and necessary office furniture, a computer and access to a printer. These items shall be paid for and maintained by the District.
- B. All City or District equipment and facilities, including vehicles, utilized by the SROs or Supervisors in connection with the Program shall be maintained by and at the expense of the respective owners of such equipment.
- C. In the event this Agreement is terminated, any City or District facilities or equipment utilized in connection with the Program shall be returned to or retained by the respective owners.

**ARTICLE IV**  
**Financing of the Program**

- A. The District shall provide funding for the Program as follows:
  - 1. The District shall fund fifty percent (50%) of the employment costs for each SRO and Supervisor assigned to the Program based on a two hundred twenty (220) working day school year. A "working day" includes all days school is in session, school vacations, school holidays, and some employee training and leave days.
  - 2. The District shall pay to the City on a quarterly basis an amount equal to fifty percent (50%) of the previous quarter's employment costs for each SRO and Supervisor assigned to the Program. Estimated costs shall be updated annually in Appendix A.
- B. In the event circumstances and requirements of either Party changes, the District and the City shall work in good faith pursuant to Article XI to come to an agreement regarding future assignments, funding and the number of SROs and SRO supervisors assigned to the Program. Pursuant to Article VIII, any adjustments shall be taken into consideration in determining the Parties' fiscal obligations. The District's proportionate share of funding shall remain as indicated in A. 1. above.

**ARTICLE V**  
**Employment Status of SRO**

- A. It is expressly understood that the SROs and SRO Supervisor are employees of the City. The District and the City acknowledge that the SRO is a law enforcement officer under the direct supervision and control of Fort Collins Police Services. The SRO shall remain responsive to the

chain of command of Fort Collins Police Services.

- B. The City, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or Supervisor. In exercising these responsibilities, the City shall consult with the District. The District will provide input and feedback to the SRO and the SRO's Supervisor and shall participate in reviews, evaluations and planning for particular SRO positions. The District shall regularly advise the City of said employees' work performance and shall immediately report to the City any instances of alleged misconduct or discrimination. The Parties shall fully cooperate with each other in the investigation of any allegations of misconduct or discrimination. The District shall make its employees available as witnesses in any City-conducted disciplinary or termination proceeding or workplace investigation.

**ARTICLE VI**  
**Appointment of the SROs**

- A. The SRO Personnel Board shall recruit, interview, and evaluate SRO applicants and shall forward to the Chief of Police or his designee a list of applicants who meet the requirements below and who have received a favorable recommendation by the Board based on all the requirements and criteria listed below. Such recommendations shall be made only upon a majority vote of the Personnel Board. The Personnel Board shall consist of at least two representatives from PSD, at least two members from FCPS, and at least one member of the PSD student body.
- B. Applicant Requirements: SRO applicants must meet all of the following requirements:
1. The applicant must voluntarily seek the SRO position and must indicate a willingness to hold the position for three (3) years.
  2. The applicant must be a full-time peace officer, as defined by C.R.S. §16-2.5101, with a minimum of three (3) years of law enforcement experience.
  3. The applicant must be employed as a police officer with Fort Collins Police Services.
  4. The applicant must indicate a willingness that if appointed to the SRO position, he/she will not accept a transfer or promotion from the position until the end of a semester and that he/she will not schedule time off for vacations and floating holidays during periods when school is in session except as provided for in Article 11.B.1.(b).
- C. Additional criteria that shall be considered by the SRO Personnel Board are job knowledge, experience, training, education, attitude, communication skills, prior service as a SRO, prior training, education or experience with youth.
- D. The names of any applicants receiving a favorable recommendation from the SRO Personnel Board, shall be forwarded to the Chief of Police or designee, who shall appoint officers as SROs, at his or her sole discretion from the list of recommended applicants.

**ARTICLE VII**  
**Dismissal, Reassignment, Retirement or Resignation of SROs; Replacement**

- A. In the event a PSD administrator believes that the SRO is not effectively performing his/her duties and responsibilities, the administrator shall recommend to the District's Superintendent or designee that the SRO be removed from the Program, and shall state the reasons therefor in writing. Within ten (10) working days after receiving the recommendation from the administrator, the Superintendent or designee shall advise the Chief of Police or designee. If the Chief of Police or designee so desires, the Superintendent or designee(s) shall meet with the SRO and the Chief of Police or designee to mediate or resolve any problems which may exist. At such meeting, specified school staff members may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police or designee, then the SRO shall be dismissed from the Program.
- B. The Chief of Police or designee may dismiss or reassign a SRO or Supervisor from the Program at any time based upon City or department rules, regulations, policies or directives, or when it is in the best interests of Fort Collins Police Services as determined by the Chief of Police. Any vacancy in the Program created by such dismissal or reassignment shall be filled in the manner described in Subsection D below.
- C. A SRO or Supervisor may be transferred or promoted from his/her SRO position during the school year at the discretion of the Chief of Police or designee(s) with adjustment to the Parties' financial obligations set forth in Article IV. SROs requesting a transfer to another position must do so at the end of the school year or semester, unless alternative timing of a particular request is agreed upon by the City and the District. The SRO must make such request in writing. Transfer request decisions shall be made at the discretion of the Chief of Police or designee(s). Any vacancy in the Program created by such transfer or promotion shall be filled in the manner described in Subsection D below.
- D. In the event of resignation, dismissal, promotion, retirement, rotation or transfer of a SRO or Supervisor, or in the case of long-term absences due to injury, illness, disability or other cause of more than 30 calendar days, the City shall provide a replacement for the SRO or Supervisor within thirty (30) calendar days of receiving notice of such absence, dismissal, resignation, promotion, retirement, rotation or transfer. If such replacement cannot be provided within thirty (30) calendar days due to personnel and staffing constraints of Police Services, the Chief of Police or designee may, with adjustment to the Parties' financial obligations set forth in Article IV, temporarily reallocate the school assignments of any existing SRO or Supervisor to ensure that, at minimum, all traditional high schools are assigned an SRO and the Program is assigned a Supervisor. Such reallocation of assignments shall be done in consultation with the District. As soon thereafter as practicable, the SRO Personnel Board shall recommend a permanent replacement for the SRO position. In the event a vacancy or temporary assignment continues for longer than 30 calendar days, the Parties agree to negotiate, pursuant to Article VIII, an adjustment of the District's financial contribution for the previous quarter. It is the intent of both Parties that as soon as practicable, the Program is returned to full staffing as indicated in Article II. Adjustments to the Parties' financial obligations set forth in Article IV will be made for all days the vacancy occurs.

**ARTICLE VIII**  
**Evaluation**

One representative from FCPS, one representative from the PSD Security Department, and site

administrators from schools where a SRO is primarily assigned shall evaluate the effectiveness of the Program annually and consider whether modifications to the Program are necessary or advisable to accomplish its purposes. This evaluation is critical to continue a successful program and the Parties agree to invest sufficient time and effort in the evaluation process. The Parties shall also evaluate the financial obligations for each Party and make adjustments to the Program as may be necessary to continue the Program.

### **ARTICLE IX** **Appropriations**

All obligations of the Parties under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the Parties. The obligations of each party under this Agreement payable after its respective current fiscal year are contingent upon adequate funds for that purpose being budgeted, appropriated and otherwise made available. All financial obligations of the Parties, including but not limited to the funding obligations of Article IV, are subject to budgeting and the annual appropriation of such funds by the governing body of each party each fiscal year. The Parties shall follow respective internal policies and procedures relative to the renewal of this Agreement.

### **ARTICLE X** **Termination of Agreement**

- A. Subject to Article XI, any party to this Agreement may terminate this Agreement upon material breach by the other party of any term or condition of this Agreement if such breach continues for a substantial and unreasonable period of time, but in any event if the breach is continued for a period of thirty (30) days after receipt by the breaching party from the non-breaching party of written notice of the existence of such breach. Once either Party has received written notice of said breach, the Parties shall abide by Article XI. Termination of this Agreement shall not, however, be the sole remedy of any party and any exercise of this right to terminate shall not preclude the pursuit of any other remedy available in law or in equity to the non-breaching parties.
- B. If either party fails at any time to appropriate the funds necessary to comply with the requirements under Article IV of this Agreement or if the District fails to timely pay the funds required under Article IV to the City, the City may terminate this Agreement upon giving the District thirty (30) days written notice. Upon such termination, the District shall pay for all SRO services provided by the City under Article IV B prior to the date of termination. The Parties shall thereafter have no further obligations under this Agreement.
- C. *Force Majeure* Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of either party hereto, or strikes and labor troubles (whether or not within the power of the party affected to settle the same) prevents or delays performance by either party to this Agreement and any addendum, such party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause.

**ARTICLE XI**  
**Good Faith**

The Parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

**ARTICLE XII**  
**Notices**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To the District:

Superintendent of Schools  
Poudre School District R-1  
2407 LaPorte Avenue  
Fort Collins, Colorado 80521-2297

President  
Poudre School District R-1 Board of Education  
2407 LaPorte Avenue  
Fort Collins, Colorado 80521-2297

To the City:

Chief of Police  
Fort Collins Police Services  
300 LaPorte Avenue  
Post Office Box 580  
Fort Collins, Colorado 80522-0580

City Manager  
City of Fort Collins  
300 LaPorte Avenue  
Post Office Box 580  
Fort Collins, Colorado 80522-0580

**ARTICLE XIII**  
**Modification**

This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter

made in writing signed by the both Parties

**ARTICLE XV**

**Non-Assignment; No Third Party Beneficiary**

This Agreement, and each and every covenant herein, shall not be capable of assignment except with the prior consent of both Parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

**ARTICLE XVI**

**Merger**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

**ARTICLE XVII**

**Counterparts**

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

**ARTICLE XVIII**

**Supersedes Previous Agreement**

This Agreement replaces and supersedes in all respects all previous SRO Agreement as it relates solely to the agreements contained therein between the District and the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

**POUDRE SCHOOL DISTRICT R-1  
BOARD OF EDUCATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

**CITY OF FORT COLLINS**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Darin A. Atteberry, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

## Appendix A

Officer	2019 Officer Ongoing
Tuition Reimbursement	350
Voicemail Extension	96
Cell Phone Charges	600
Broadband	500
Outlook	74
Training	1,000
Summons/Form Expenses	125
Office Supplies	200
Uniforms/Equipment/Officer Supplies	2,142
Lab Supplies	125
Vehicle Lease	10252
Tasers /Body Cams	1,288
<b>Total Operating Expenses:</b>	<b>\$16,752</b>
Ongoing: Operating per Officer	\$16,752
Ongoing: Salary & Benefits	\$121,223
<b>Total Per Expenses per Officer:</b>	<b>\$137,975</b>

## Appendix A (cont.)

Corporal	2019 Corporal Ongoing
Tuition Reimbursement	350
Voicemail Extension	96
Cell Phone Charges	600
Broadband	500
Outlook	74
Training	1,000
Summons/Form Expenses	125
Office Supplies	200
Uniforms/Equipment/Officer Supplies	2,142
Lab Supplies	125
Vehicle Lease	10252
Tasers /Body Cams	1,288
<b>Total Operating Expenses:</b>	<b>\$16,752</b>
Ongoing: Operating per Officer	\$16,752
Ongoing: Salary & Benefits	\$130,496
<b>Total Per Expenses per Officer:</b>	<b>\$147,248</b>

**Appendix A (cont.)**

<b>Sergeant</b>	<b>2019 Sergeant Ongoing</b>
Tuition Reimbursement	350
Land Line	507
Cell Phone Charges	600
Broadband	500
Outlook	74
Training	1,000
Summons/Form Expenses	125
Office Supplies	200
Uniforms/Equipment/Officer Supplies	2,142
Lab Supplies	125
Vehicle Lease	10252
Tasers/Body Cams	1,288
	<b>\$17,163</b>
Ongoing: Operating per Sergeant	\$17,163
Ongoing: Salary & Benefits	\$150,658
<b>Total Per Expenses per Sergeant:</b>	<b>\$167,410</b>

**Appendix A (cont.)**

Position	2019 Total FCPS Cost	2019 Daily Rate Based on 260 Working Days	50% Daily Rate
SRO	\$137,975.00	\$530.67	\$265.34
SRO Corporal	\$147,248.00	\$566.34	\$283.17
SRO Sgt.	\$167,410.00	\$643.88	\$321.94
11 Officers	\$265.34	\$2,918.74	\$642,122.80
2 Corporals (Negotiated Start-up Cost)			\$28,195.54
2 Corporals	\$283.17	\$566.34	\$124,594.80
1 Sergeant	\$321.94	\$321.94	\$70,826.80
Total Cost	\$870.45	\$3,806.99	\$865,739.94