

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRIGHTON AND SCHOOL DISTRICT 27J
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM

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This FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (this "Amendment") is made as of the ___ day of _____, 2018, by and between SCHOOL DISTRICT 27J ("District 27J") and the City of Brighton, a Colorado home rule municipality (the "City").

RECITALS

WHEREAS, the City and the District 27J have jointly developed a School Resource Officer(s) Program ("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, on August 7, 2018, the City and District 27J entered into a Memorandum of Understanding in order to execute the Program ("MOU"); and

WHEREAS, the Parties now wish to amend the MOU in order to add another officer, effective January 8th, 2019, to the Program; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage local governmental entities to cooperate by contracting with one another for their mutual benefit.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and District 27J hereby agree as follows:

AMENDMENT

1. Part I, "Scope of Services," Paragraph A of the MOU shall be amended to read as follows:
 - A. Five (5) School Resource Officers, TO INCLUDE A SIXTH (6TH) SCHOOL RESOURCE OFFICER EFFECTIVE JANUARY 8TH, 2019, hereinafter referred to as an "SRO," from the Brighton Police Department, hereinafter referred to as the "Police Department," shall be assigned to work with the administration, faculty and students at Brighton High School, Prairie View High School, Prairie View Middle School, Vikan Middle School, Overland Trail Middle School, and Brighton Heritage Academy, hereinafter referred to as the "Schools," and SROs shall perform functions including, but not limited to, the following:
 1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campus and, when students are involved, in areas directly adjacent to the school campuses.
 2. Conduct or assist in the investigation of offenses on campus and those off campus as time, resources and circumstances permit when a student who attends one of the schools is suspected of being involved.

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3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse resistance, criminal justice system orientation, delinquency prevention, graffiti prevention, gang involvement and community responsibility, for students, parents and other groups associated with the School.
 4. Provide instructional resources for classroom presentations.
 5. Enforce Federal and State Statutes and Municipal Ordinances 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 supervisors where applicable with appropriate monitoring and enforcement in the parking lots and other grounds of the schools.
 10. Upon request by the Schools' Principals or their designees, consistent with this Agreement, provide security at all the assigned School extracurricular activities such as athletic events and dances.
 11. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.
 12. Assist all the Schools in the enhancement of their security.
 13. Perform other duties as assigned by the Police Department and/or the Schools' Principal or designee by mutual consent.
2. Any provision of the MOU not expressly amended shall remain in effect as written.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

[signatures on next page]

[signature page to FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING]

SCHOOL DISTRICT 27J, ADAMS COUNTY



CHRIS FIEDLER, Superintendent

Attest:



TERRY LUCERO, Chief Operating Officer



JANET WYATT, General Counsel
School District 27J

THE CITY OF BRIGHTON

PHILIP RODRIGUEZ, City Manager

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

JACK D. BAJOREK, City Attorney