

BoCC

RESOLUTION NO. 20- 298

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION FOR APPROVAL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH ELICOTT SCHOOL DISTRICT 22 FOR A SCHOOL RESOURCE OFFICER PROGRAM FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(d), and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the legislative authority to make all contracts and do such other acts relating to its property when deemed by the Board to be in the best interests of the County; and

WHEREAS, C.R.S. § 29-1-203, provides authority for El Paso County to cooperate or contract with other governmental entities to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units, when deemed by the Board to be beneficial to the citizens of El Paso County; and

WHEREAS, Ellicott School District 22 ("District 22") has a need to retain one or more School Resource Officers for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, District 22 and the El Paso County Sheriff's Office are requesting to enter into an Intergovernmental Agreement pertaining to a School Resource Officer Program ("IGA"), attached hereto as Exhibit 1, with services to be provided by the El Paso County Sheriff's Office; and

WHEREAS, the funds for this employee's salary will come from a combination of reimbursements from District 22 to the El Paso County Sheriff's Office budget as more fully detailed in the IGA.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, does hereby approve the Intergovernmental Agreement entered by the El Paso County Sheriff's Office and Ellicott School District 22 regarding the School Resource Officer Program as further detailed in the Intergovernmental Agreement.

BE IT FURTHER RESOLVED, that Mark Waller, duly elected, qualified member and Chair of the Board of County Commissioners, or Longinos Gonzalez, Jr., duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 18th day of August 2020, at Colorado Springs, Colorado.

Chuck Broerman
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El Paso County, CO

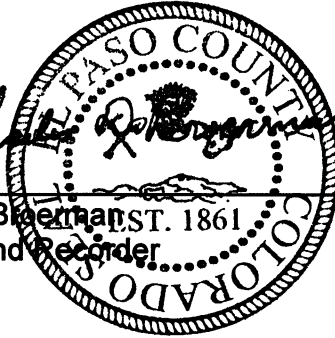


220124733

ATTEST:

By: _____

Chuck Bloerman
Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Mark Waller
Chair

INTERGOVERNMENTAL AGREEMENT
Between
EL PASO COUNTY AND ELLICOTT SCHOOL DISTRICT 22
Regarding
SCHOOL RESOURCE OFFICER PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is made by and between **EL PASO COUNTY** (hereinafter referred to as "County") through the El Paso County Sheriff's Office (hereinafter referred to as "EPSO") and **ELLICOTT SCHOOL DISTRICT 22** (hereinafter referred to as "School District").

WHEREAS, the EPSO, 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, juvenile delinquency, alcohol and substance abuse, gang involvement, and other youth related problems, which negatively affect the community and the schools, are best resolved through a collaborative approach to proactive prevention and education; and

WHEREAS, the EPSO and the School District have partnered to develop a School Resource Officer Program, which assists in providing a safe learning environment while improving the relationships between students and public safety through role-model mentorship; and

WHEREAS, such proactive programs are nationally recognized as effective tools in the development of positive relations between public safety and the students, faculty and parents, and in the prevention of delinquency, alcohol and substance abuse, gang involvement and the overall decay of acceptable social standards.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements below appearing, **THE PARTIES AGREE TO THE FOLLOWING:**

I. AUTHORITY:

This Intergovernmental Agreement is made by and between the parties hereto, under the authority of C.R.S. § 29-1-203, *et seq.*

II. PURPOSE AND MISSION:

The primary mission of the SRO will be to conduct law enforcement and to enhance public relations and educational activities for School District 22. It is the mission and goal of the SRO to act as a role model for the students and as a liaison between the students, school staff, parents and the Sheriff's Office.

Further, the SRO will aid Ellicott School District 22 in providing a safe and secure campus.

III. PARTIES:

The parties to this intergovernmental agreement are:

A. El Paso County, for the use and benefit of the El Paso County Sheriff's Office. The contact for notice for El Paso County shall be:

Bureau Chief of Support Services
El Paso County Sheriff's Office
27 East Vermijo Avenue
Colorado Springs, CO 80903
719-520-7100

B. Ellicott School District 22. The contact for notice for Ellicott School District 22 shall be:

Chris Smith - Superintendent
Ellicott School District 22
350 S. Ellicott Hwy
Calhan, CO 80808
719-683-2700

IV. LEGAL RELATIONSHIP:

It is mutually established and understood that nothing contained in this Agreement shall imply that the School District, including its officers, staff, volunteers and employees, are agents of the County; or that the County, including its deputies, staff, volunteers and employees, are agents of the District. School Resource Officers shall never be represented as employees or agents of the District. School Resource Officers are sworn officers appointed by the Sheriff pursuant to C.R.S. § 30-10-506. Disciplinary actions for sworn employees are governed by EPSO policy.

V. TIME PERIOD:

A. The duration of this Agreement will be from [REDACTED] to [REDACTED], after which this Agreement will expire. Nothing in this Agreement shall be construed as imposing an automatic renewal period beyond [REDACTED]. Any desire of the parties to continue the role of the SRO for Ellicott School District 22 for the next or any subsequent calendar or academic year must be evidenced in writing by a new, signed agreement.

B. Performance of the parties' obligations under this Intergovernmental Agreement is expressly subject to appropriation of funds by the El Paso County Board of County Commissioners and Ellicott School District 22, and the availability of those appropriated funds for expenditure.

C. In accord with the Colorado Constitution, Article X, Section 20, performance of the Sheriff's obligations under this IGA is expressly subject to appropriation of funds by the Board of County Commissioners. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this MOU, or appropriated funds may not be expended due to Constitutional spending limitations, then the County may terminate this MOU without compensation to the other party.

D. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the County not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the County hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

VI. TERMINATION:

Either EPSO, by and through the county, or School District may terminate this Agreement without cause upon 30 days written notice. Upon termination, any funds provided by the School District for the services of a School Resource Officer under this Agreement that have not been provided as of the termination date, shall be returned to the School District. Upon termination, all services of a School Resource Officer provided by the County under this Agreement prior to the termination date that have not been paid for by the School District as of the termination date, shall be paid by the School District within thirty days of the effective date of termination of this Agreement. Notice shall be given to the EPSO or the School District Chief Operations Officer as appropriate. Should EPSO terminate the agreement, EPSO will give a date for the final day that the SRO will be present.

VII. GENERAL SCOPE OF SERVICES

School Resource Officers provide a unique community policing emphasis in the school environment. SROs shall be assigned to work with the administration, faculty, and students on school sites determined through mutual consensus of the School District and EPSO on an annual basis. An emphasis will be made to select priority level sites (high school campuses) with the intent to continue services at the middle and elementary level schools as time and resources allow.

A. The School Resource Officer Program, in general, may perform functions including, but not limited to the following:

- 1. Assist in the prevention and control of crime, delinquency, and disorder on the campus.**
- 2. Enforce laws and conduct or assist in the investigation of offenses on campus, and conduct or assist in the investigation of offenses involving students off campus. This will include, but is not limited to:**
 - a. Writing reports, handling evidence, issuing summonses and making arrests.**
 - b. Interviewing witnesses, suspects and victims of criminal violations**
 - c. Appearing in court and other judicial processes as required.**
 - d. Assisting in the coordination of other law enforcement entities having business on campus.**
- 3. Provide presentations, guidance and available educational resources in areas to include alcohol and substance abuse, safe driving, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness and community responsibility for students, parents, and other groups associated with the school.**
- 4. Provide a highly visible law enforcement presence on campus, and enforce traffic laws near campus.**
- 5. Attend school-related functions during normal classroom hours, as well as after hours, including programs such as school dances and sporting events, etc. This will not replace school security or extra-duty assignments already in place. Attendance at these functions will be done within the context of a 40 hour work week.**

B. The School District will provide, but is not limited to, the following:

- 1. Provide a school district security coordinator, if available.**
- 2. Provide a school facilitator (liaison in the school).**
- 3. Provide time for their school principal or designee, and the assigned SRO, to participate in a review of the school crisis plan at the beginning of each semester.**
- 4. Adhere to School District Policies and Procedures including, but not limited to crisis prevention, emergency response procedures (practice drills), threat assessments, and a plan for addressing behavior or other information that may indicate impending violence.**

5. Report any criminal activities on the school campus.
6. Provide a secure office for the assigned SRO, and/or provide an area for the SRO to conduct confidential business; and a lockable desk or locker where the SRO may secure items of a confidential nature.
7. Allow for the principal or his/her designee to assist the SRO in any Counseling session or contract resulting from mediation.
8. Coordinate other meetings as deemed necessary by the district, school staff, SRO, or SRO supervisors.
9. Observe and evaluate the SRO, and communicate with the SRO supervisor any concerns.

C. The County, through EPSO, will:

1. Provide one or more deputies to be assigned to the SRO unit (as provided for in Exhibit A).
2. Provide SRO supervision through EPSO chain of command.
3. Provide SRO uniforms, equipment, vehicles, and training.
4. Provide an SRO in the school, whenever possible, each day the school is in session

VIII. SPECIFIC SRO DUTIES:

A. The SRO will:

1. Enhance safety on school grounds to provide a safe learning environment.
2. Provide a high visibility presence on campus.
3. Assist school staff and students with locating community resources.
4. Assist school staff and security in identifying and solving issues affecting the School District and the community.
5. Maintain confidentiality of any information obtained pursuant to the Colorado Children's Code, Title 19 of the Colorado Revised Statutes, and shall not disclose the information except as provided for by law or court order.

6. Assist with and promote restorative justice programs when applicable. This may include mediation sessions with contracts between students.
7. Attend when possible, school functions, activities and meetings associated with the SRO program.
8. Assist or provide supplemental course instruction relating, but not limited to, constitutional and local law presentations, social media and cyber safety, drug interactions, explicit mobile device communication and constitutional law.
9. Provide a positive liaison between EPSO, the students, the school administration, and the District school security.
10. Conduct visits to the feeder middle school(s) on a time-available basis and respond to calls for service as requested by the middle school principal or designee or District personnel on a time-available basis.
11. Adhere to the Colorado Revised Statutes and EPSO's Policies and Procedures including, but not limited to crisis prevention, emergency response procedures (practice drills), threat assessments, and addressing behavior or other information that may indicate impending violence.

B. The SRO will not:

1. Be used for lunchroom, hallway or other monitoring duties.
2. Volunteer for any uncompensated activities at the school to which he/she is assigned, unless previous approval by their chain of command.
3. Disclose any confidential information to anyone regarding investigations, pursuant to the Colorado Children's Code, Colorado Revised Statutes and El Paso County Sheriff's Office Policy, except as provided for by law or by court order.

IX. Special Considerations:

1. SROs are working in a collaborative effort with the school staff, but they:
 - a. Do not work for, and are not agents of the school.
 - b. They shall report directly to their EPSO chain of command for any administrative matters.
2. SROs are sworn Peace Officers and are required to perform various tasks throughout the year, including but not limited to:
 - a. Weapons qualifications;

- b. annual In-Service training;
 - c. court appearances as subpoenaed; and
 - d. team meetings as directed.
- 3. It is understood, that as sworn peace officers with an obligation to protect the entire community, SROs may be called upon in the event of an emergency or unusual circumstance, to leave their assignment at the school to respond to calls off of the school grounds for the public good.
 - a. If an incident occurs on school grounds and the normal SRO is not available, the Sheriff's Office will avail either another SRO or a Patrol Deputy to handle the call. Schools should never "hold" an incident until their normal SRO returns.
- 4. During the schools' summer vacation, spring break, holiday breaks, and on other days when the schools are not in session, and there are no other school related activities, the School Resource Officers will participate in training, take accumulated vacation, compensatory, or holiday time off, or engage in community outreach programs, crime prevention, enforcement, and other duties as assigned by their chain of command.
- 5. It is understood that there are 64 schools in El Paso County, of which 18 are middle and high school level. SROs may be responsible for more than one specific school and as such may be required to share their assignment obligations and/or assist other SROs with assignments or calls for service.

X. COSTS:

- A. The respective costs for the County and the School District for the school year are contained in **Exhibit A**.
- B. The respective payment plan and obligations of the School District are contained in **Exhibit B**.

XI. CONDITIONS AND PROCEDURES:

In order to provide guidance to the continued working relationship between the parties, the following conditions and procedures shall apply:

A. Operational Expenses

- 1. Each Party shall at all times be responsible for its own costs incurred in the performance of this IGA and, except as set forth in Exhibit A, shall not receive any reimbursement from the other Party to this IGA.

B. Individual Party Responsibility

1. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of the other Party. Each Party remains responsible for all pay (to include overtime pay), entitlement, employment decisions, and worker's compensation liabilities for its own personnel. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

C. Severability

1. The terms of this Agreement are severable. If one or more terms are found to be invalid or void, they shall be severed from the remainder of this Agreement, to the extent that this Agreement is capable of being executed without the severed terms.

D. Assignment

1. Neither Party to this IGA shall assign or otherwise transfer this MOU or any right or obligation hereunder without the prior written consent of the other Party.

E. Jurisdiction

1. This IGA is subject to and shall be interpreted under the law of the State of Colorado and jurisdiction shall exclusively rest in the Colorado District Court for El Paso County, Colorado. The Parties agree that this IGA shall be deemed to have been made in, and the place of performance is deemed to be in El Paso County, State of Colorado. Both Parties shall insure that their employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

F. Liability

1. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

G. No Third-Party Beneficiary

1. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

H. No partnership or joint venture

1. The Parties to this IGA are not partners or joint venturers as a result of this IGA.

I. Authority

1. The Parties to this IGA represent or warrant to each other that they have all the necessary authority to enter into this IGA and to perform their obligations hereunder and that this IGA does not conflict with any other intergovernmental agreement or contract that any Party is subject to or to which it may be bound.

2. The signers of this document have the authority to bind the respective organizations to this IGA.

J. Headings

1. The headings of the several articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the IGA.

K. Entire Understanding

1. This Agreement contains the entire understanding between the parties, and no modification, amendment, novation, or other alteration to this Agreement shall be valid or of any force or effect unless mutually agreed-to by the parties in writing as an addendum to this Agreement. At the time of the execution of this Agreement, there are no other terms, conditions, requirements, or obligations affecting this Agreement that are not specifically set forth herein.

Signatures:


FOR: Ellicott School District 22

BY: Chris Smith 

TITLE: Superintendent

DATED THIS 20th DAY OF July, 20 20

APPROVED: William D. Elder, Sheriff of El Paso County

SIGNATURE: 

DATED THIS 22nd DAY OF July, 20 20

FOR THE: Board of County Commissioners of El Paso County, Colorado

BY: _____

TITLE: Chair

DATED THIS 18th DAY OF August, 20 20

As to Form,

FOR THE County Attorney for El Paso County

BY: 

TITLE: Sr. Asst. Co. Atty.

DATED THIS 24th DAY OF July, 20 20

EXHIBIT A for Ellicott School District 22

(2020/2021 school year)

Cost to EPSO/County (including benefits) for 12 months*:

Salaries break down: Deputy: \$80,038

Benefits: Deputy: \$22,869

FICA: Deputy: \$6,123

Total Cost: Deputy: \$109,030

Total Shared Cost: 55% salary: Deputy: \$59,967

Cost to School District: Ellicott School District (60%) will be splitting the shared cost with Hanover School District (40%) [see Exhibit A for Hanover].

Deputy: \$35,980.20 (60% Total Shared Cost)

Total: \$35,980.20

*based on 2020 salary and benefit rates

EXHIBIT B for Ellicott School District 22

PAYMENT SCHEDULE

Cost to School District:

\$35,980.20*

Payments due: August 31, 2020	\$17,990.10
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January 31, 2021	\$17,990.10
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***based on 2020 rates**