

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS OF PARK COUNTY  
AND THE PLATTE SCHOOL DISTRICT # 1  
FOR REGULAR DETAIL COVERAGE BY SHERIFF'S DEPUTIES AT  
PLATTE CANYON HIGH SCHOOL/FITZSIMMONS MIDDLE SCHOOL  
AND DEER CREEK ELEMENTARY SCHOOL**

This Intergovernmental Agreement ("IGA") is entered into this \_\_\_ day of September, 2020, by and between THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, a political subdivision of the State of Colorado ("Park County") and the PLATTE CANYON SCHOOL DISTRICT # 1, a duly formed special district ("PCSD # 1"). For valuable consideration, the parties agree as follows:

1. **REGULAR DUTY SERVICES OF PARK COUNTY DEPUTIES.** Subject to terms and conditions of this IGA, Park County agrees to assign two (2) Park County Deputies to PCSD to serve as school resource officers (each an "SRO" or "SROs" in the plural) on the campuses of Platte Canyon High School, Fitzsimmons Middle School, and Deer Creek Elementary School in accordance with the duty hours established by the IGA.
  
2. **PAYMENT FOR SROS.** PCSD agrees to pay the amount of \$37,738.00 per SRO for the regular detail assignment of uniformed, post certified law enforcement personnel for regular duty law enforcement services. Such payment may be paid in monthly or quarterly installments beginning on September \_\_\_\_, 2020, with the first payment due September \_\_\_\_, 2020, or payment may be made in one annual payment due on September \_\_\_\_, 2020. The amount of the payment for Regular Duty Services set out in Paragraph 1 is based on the mid-range of estimated personnel costs (see Exhibit A- Estimated Personnel Costs). The parties agree that the personnel costs shall be reconciled at the end of the school year and adjusted based on the final costs related to actual wage level and/or health insurance expenses incurred. Any additional payment for services due to Park County from PCSD or any refund from Park County due to PCSD shall be paid by June 30, 2021.
  
3. **ASSIGNMENT OF SROS.**
  - a. **Regular School Session.** SROs shall be assigned to the schools identified in Paragraph 1 on a full-time basis during those hours that the schools are in regular session. The SRO shall be on duty at their respective assigned school(s) from fifteen (15) minutes before the beginning of the student instructional day until fifteen (15) minutes after the end of the instructional day, unless modified by the mutual agreement between Park County and PCSD. The SRO shall be allowed one hour for lunch each workday. The principal(s) of the assigned school(s), the assigned SRO, and the Administrative Sergeant may agree to adjust the SRO's working hours. However, an SRO's cumulative hours worked during a work week may not exceed forty (40) hours without the prior approval of the Administrative Sergeant.

- b. Non-Attendance. SROs are generally expected to work during the hours school is in session and coordinate their schedules with the school principal or his/her designee, and the Administrative Sergeant. Notwithstanding any contrary provision in the preceding sentence or in paragraph 3a. above, in the event of an emergency situation, staffing shortage or necessary training, as determined by Park County, SROs shall not be required to attend during such hours. The SRO shall inform the principal or principal's designee when the officer will not be in attendance on any school day for any reason. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor and the PCSD Administrative Secretary. In the event of such absence from work, the monthly compensation paid by PCSD to Park County shall be reduced by the number of hours of SRO service not provided to PCSD or the hours shall be made up in a manner determined by mutual agreement of the parties. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, Park County will assign a substitute SRO to assume and perform the duties of the SRO who is absent from work, to the extent a substitute SRO is available as determined by Park County. Where no substitute is available, the monthly compensation paid by PCSD to Park County shall be reduced by the number of hours of SRO service not provided to PCSD or the hours shall be made up in a manner determined by mutual agreement of the parties.
- c. School Holidays, Teacher In-Service, Breaks and Summer Vacations. Park County may assign SROs to general law enforcement duties during school holidays, teacher in-service days, breaks and summer vacation. Such services performed will not be charged to PCSD as accrued time during extended school breaks, including fall break, Thanksgiving break, and winter break, but any single-day break for staff in-service, parent/teacher conferences, Labor Day, Memorial Day and Martin Luther King Day, President's Day or any other single-day leave under the school calendar will be charged to PCSD. The SROs may attend school or PCSD in-service training that apply to SRO duties and responsibilities as recommended by school administrators or central administrators.
- d. Court Appearances. It is understood and agreed that time spent by SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as an SRO shall be considered as hours worked under this IGA.

#### 4. **PARK COUNTY RESPONSIBILITIES.**

- a. Salary, Benefits, and Payment. At all times during the term of this IGA, the SROs shall be regular employees of Park County. The SROs shall receive their salary and any employee benefits from Park County as well as such supplies, equipment, motor vehicles and related insurance, and training as are normally issued and provided by Park County.

- b. Supervision. The SROs shall be subject to Park County’s supervision and chain of command and to the policies, procedures, rules, regulations, directives, written evaluations, and orders of Park County. Park County may review the policies and procedures of PCSD and after such review and upon mutual agreement of the parties, there will be appended to this IGA an Exhibit B comprising of those PCSD policies and regulations that apply to SROs. Although the SROs will work closely with school administrators and faculty to determine the most effective use of the SROs’ time and expertise, neither shall be subject to supervision or direction by PCSD. Park County will accept and give due consideration to input from PCSD’s administrators in connection with the evaluation of the SROs by the Park County Sheriff.
  - c. PCSD Policy, Regulations and Guidelines. The SROs shall be familiar with PCSD policy, regulations and guidelines related to safety and student conduct and discipline issues, including PCSD’s Code of Conduct (collectively, “PCSD Policy”). The SROs may assist in enforcing PCSD Policy, but shall not take into physical custody any student who has only violated PCSD Policy. It shall be understood and agreed that SROs, as law enforcement officers, can only detain or take into physical custody a student where this is reasonable suspicion or probable cause that such student has committed a criminal offense or other legal and lawful custodial purposes. It is agreed that SROs shall not transport students in their vehicles except when students are victims of a crime, under arrest or some other emergency. The SROs shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is an incident at school, the SROs may assist the school administration until the problem is resolved.
5. **DISMISSAL OF SROS; REPLACEMENT; REASSIGNMENT.** Park County shall assign the SRO with input from PCSD. In the event the school administrator of the school to which an SRO is assigned believes that particular SRO is not effectively performing his/her duties and responsibilities, the administrator should first speak with the SRO to clearly outline the responsibilities and expectations of each. Should the school administrator continue to be dissatisfied with the performance of the SRO, the school administrator should contact the Administrative Sergeant to seek resolution. The Administrative Sergeant or designee shall handle any concerns or complaints according to Park County policy. Park County at any time may dismiss, replace or reassign and SRO based upon department rules, regulations and/or department directives, in its sole discretion.
6. **MUTUAL AGREEMENT ON JOB DESCRIPTIONS.** The exact job descriptions, assignment details, and functions shall be subject to the mutual agreement of the parties. It is contemplated that this will require an on-going assessment and revision to tailor the job descriptions to better accomplish the basic object of providing better school security.
7. **EXTRA DUTY SERVICES OF PARK COUNTY DEPUTIES.** From time to time, PCSD #1 may request that PCSO assign deputies for extra duty services. PCSD # 1 agrees to pay Park County the sum of thirty-five dollars (\$35.00) per hour for said

services. Park County shall be solely responsible for payment of any and all compensation and expenses of its personnel and the PCSO, including, but not limited to, vehicle expenses. Park County shall furnish PCSD # 1 with periodic billing statements. PCSD # 1 shall pay the amount due no later than thirty (30) days following receipt of each billing statement.

8. **INDEPENDENT CONTRACTOR.** The parties agree that this IGA reflects an independent contractor relationship. All Park County personnel performing services under this IGA shall remain at all times Park County employees with Park County continuing to be responsible for all wages, withholdings, pension or profit-sharing plans, worker's compensation, unemployment benefits, dental, medical and life insurance, and any and all other costs and expenses associated with said personnel.
9. **TERM.** The term of this IGA shall commence on Wednesday August 14, 2019, and unless terminated earlier by either party, shall remain in effect until May 31, 2019. This IGA shall automatically be extended for successive one (1) year terms, unless either party notifies the other party in writing at least fourteen (14) days prior to the end of any one-year term of its intent not to extend the term of this IGA.
10. **UNILATERAL TERMINATION.** Either party may terminate this IGA for any reason whatsoever by so notifying the other party in writing at least fourteen (14) days prior to the effective date of said termination.
11. **NOTICE.** For the purposes of this IGA, any notice shall be deemed received on the day the written notice is placed in the U.S. Mail, first class postage prepaid, addressed as follows:

To Park County:  
Board of County Commissioners  
of Park County  
P.O. Box 1373  
Fairplay, CO 80440

To PCSD # 1:  
PCSD#1  
P.O. Box 1069  
Bailey, CO 80421

With a copy to:  
Park County Sheriff  
P.O. Box 27  
Fairplay, CO 80440

12. **INFORMATION-SHARING; CONFIDENTIALITY.** The parties will work together to share information as permitted by law. SROs shall maintain the confidentiality of PCSD information in accordance with Titles 19, 22, and 24 of the Colorado Revised Statutes, as well as the Family Rights and Privacy Act and its implementing regulations. SROs shall not have access to Infinite Campus or other school information systems.
13. **AMENDMENT.** This IGA may be amended in a writing signed by both parties.

14. **INVALIDITY PROVISION.** In the event any provision of this IGA is determined to be invalid or unenforceable, then said provision shall be deemed severed from the balance of the IGA, which shall remain in full force and effect.
15. **GOVERNING LAW.** This IGA shall be governed by, and interpreted in accordance with, the laws of the State of Colorado.
16. **INDEMNIFICATION.** Except as otherwise provided herein, to the fullest extent permitted by applicable law, each party (as "Indemnitor") agrees to release and indemnify, defend, and hold harmless the other party, its officers, employees (the "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

No party shall be required under this Agreement to indemnify, hold harmless and defend the other party from any claim, loss, harm, liability, damage or cost or expense caused by or resulting from the activities of the other party's officers, employees and/or agents acting in bad faith or performing activities beyond the scope of their training or duties.

17. **GOVERNMENTAL IMMUNITY.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.
18. **ENTIRE AGREEMENT.** This IGA constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This IGA may be amended, modified or changed, in whole or in part, only by written agreement approved and signed by both parties.
19. **NON-ASSIGNMENT.** This IGA and every covenant herein, shall not be capable of assignment except with the prior consent of both parties.
20. **WAIVER.** The waiver of any breach of any provision of this IGA by a party hereto shall not constitute a continuing waiver of any subsequent breach of said party, for either breach of the same or any other provision of this IGA.

21. **NO THIRD PARTY BENEFICIARIES.** This IGA shall not be construed as or deemed to be an agreement for the benefit of any third party; and no third party shall have any right of action hereunder for any cause whatsoever.

22. **COUNTERPARTS.** This IGA 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.

IN WITNESS WHEREOF, PCSD and Park County have executed this IGA as of the dates set forth below.

**THE BOARD OF COUNTY COMMISSIONERS  
OF PARK COUNTY**

By \_\_\_\_\_  
Richard Elsner, Chairperson

ATTEST:

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

**PARK COUNTY SCHOOL DISTRICT # 1**

By \_\_\_\_\_  
Mike Schmidt, PCSD #1 Superintendent