

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MORGAN COUNTY SCHOOL DISTRICT Re-3
AND THE
CITY OF FORT MORGAN

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the **MORGAN COUNTY SCHOOL DISTRICT Re-3** ("District") and the **CITY OF FORT MORGAN** ("City"), hereinafter individually referred to as "Party" or collectively referred to as "Parties."

WITNESSETH

WHEREAS, this Intergovernmental Agreement is to provide functions or services including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. §29-1-203; and,

WHEREAS, the City is a unit of local government and a political subdivision, and the District is a public school district and political subdivision; and,

WHEREAS, through a federal grant from the Department of Justice, the District had previously partnered with the City to obtain services of the Fort Morgan Police Department ("Department") to provide a School Resource Officer ("SRO") for schools in the District; and,

WHEREAS, due to insufficient federal funding, the monies necessary to cover the salary of the SRO is unavailable during the upcoming 2015-2016 school year; and,

WHEREAS, despite the lack of funding of this program, the Parties wish to continue this program through a joint effort by sharing the cost of the SRO Program through this Intergovernmental Agreement between the Parties.

WHEREAS, parties intend for this Agreement to be effective for the 2015-2016 school year beginning August 20, 2015 and ending May 27, 2016.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises, covenants, and agreements of the Parties, the District and the City hereby agree as follows:

1. That the provisions of C.R.S. § 29-5-104, as amended, are incorporated herein by this reference and shall control in the event of conflict between the Statute

and this Agreement; and it is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

2. That it is understood and agreed to that this Agreement provides for the joint exercise by the Parties of the function of service provided herein but does not establish a separate legal entity to do so nor does this Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever and that this Agreement shall provide only for sharing of services and costs by the Parties in the achievement of a common mutual goal, said goal being the sharing of the information and resources to maximize the safety and security of the community and its children.
3. That it is understood and agreed to that the Parties have a common desire to promote a safe, orderly, and secure school environment conducive to learning will best serve the school community. Moreover, in furtherance of this goal, the Parties agree as follows:
 - a. To foster educational programs and activities that will increase student's knowledge of, and respect for, the law and the function of law enforcement agencies;
 - b. To encourage, when possible, the attendance of the SRO at extra-curricular activities, such as athletic events and concerts;
 - c. To act swiftly and cooperatively when responding to disruptions and criminal offenses at school including: disorderly conduct, trespassing, assaults, riots, the possession or use of weapons, and the illegal sale and/or distribution of controlled substances;
 - d. To report crimes that occur on campus and to cooperate with law enforcement in their investigation of crimes that occur on campus;
 - e. To cooperate with the law enforcement in their investigation of crimes that occur off campus as hereinafter described; and
 - f. To provide traffic control when deemed necessary for the safety and protection of students and the general public when a regular patrol officer is unavailable.
4. That it is understood and agreed to by the Parties that the City will provide through the Department not less than one (1) SRO during the term of this Agreement.

5. That it is understood and agreed to by the Parties that subject to limitations herein set forth, the total cost of the SRO will be shared by the Parties as invoiced and that the Parties shall maintain appropriate personnel and funding in support of this Agreement.
6. That it is understood and agreed to by the Parties that the cost of employing an SRO shall be shared as set forth as follows:
 - a. The District shall pay the City forty (40%) percent of the officer's total salary and benefits;
 - b. The District shall pay fifty (50%) percent of any accrued overtime that is a result of the officer's assignment at the District;
 - c. The District shall pay Two-Thousand (\$2,000) Dollars per year toward incidentals and the use of a patrol vehicle assigned to the officer;
 - d. The Parties will maintain a budget for expenditures under this Agreement; and semi-annual payment from the District shall be due upon the receipt of an itemized statement of costs from the City.
7. That it is understood and agreed to by the Parties that, subject to the cost sharing under Paragraph 5, the City will provide the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not limited to: sick leave, holiday leave, compensatory time, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, and medical/hospitalization insurance.
8. That it is understood and agreed to by the Parties that, as an employee of the City under the Department, the SRO shall be subject to all personnel policies and practices of the City and follow the chain of command as set forth in the Fort Morgan Police Department Policies and Procedures Manual.
9. That it is understood and agreed to by the Parties that the SRO shall be an employee of the City and shall be subject to the administration, supervision, and control of the Department and that the SRO shall execute and perform his duties pursuant to this Agreement in accordance with the standard operating procedures as set and modified from time to time by the Department.
10. That it is understood and agreed to by the Parties that the Department shall set, and revise from time to time, the standard operating procedures to address circumstances under which the SRO may be required to act and to coordinate with school officials.

11. That it is understood and agreed to by the Parties that the Department will assign the SRO to the Fort Morgan High School and the Fort Morgan Middle School. The time spent by the SRO in each school shall be divided to reflect the needs of both schools, as determined by the Department and District.
12. That it is understood and agreed to by the Parties that the Department will provide the SRO with the following equipment:
 - a. Motor vehicles. The Department shall provide a standard patrol vehicle for the SRO. In addition, the Department agrees to provide all vehicle maintenance and insurance for said vehicle.
 - b. Weapons and ammunition. The Department shall provide the standard issue pistol and rounds of ammunition for the SRO.
 - c. Office Supplies. The District agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SRO shall be provided with a private office within the school, accessible by the students. The SRO shall also be provided a computer, printer, and telephone by the District.
13. That it is understood and agreed to by the Parties that the District shall allow the SRO to inspect and copy any public record maintained by the District including student directory information, such as yearbooks. However, it is understood that the SRO or Department may not inspect and/or copy any confidential records, access of which is restricted to school personnel.
14. That it is understood and agreed to by the Parties that should information in a student's cumulative record be needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO the information needed to respond to the emergency situation based on the seriousness of the threat to the student's health or safety; the need of the information to meet the emergency situation, and the extent to which time is of the essence.
15. That it is understood and agreed to by the Parties that the Department shall purchase and maintain a general comprehensive police liability insurance policy with sufficient coverage for any acts or omissions that occur or claims that are made during the term of this Agreement.
16. That it is understood and agreed to by the Parties that the principal of each school that the SRO is assigned shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the Parties. A copy of such written evaluation shall be provided to the officer in charge of the SRO Program. It is further understood that the District's evaluation of the SRO is

advisory only, and that the Department retains the final authority to evaluate the SRO's performance.

17. That it is understood and agreed to by the Parties that notice shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited for delivery by the United States Postal Service.

If to the City: Darin L. Sagel, Chief of Police
Fort Morgan Police Department
901 East Beaver Avenue
Fort Morgan, CO 80701

If to the District: Ron Echols, Superintendent of Schools
Morgan County School District Re-3
715 West Platte Avenue
Fort Morgan, CO 80701

18. Any claim made against a Party or a Party's employee or agent as a result of any act or omission by that Party or its employee or agent, pursuant to the terms of this Agreement or the provisions of C.R.S. §§ 29-5-103, 29-5-104 and 29-5-108, shall follow the provisions of Article 10, Title 24, C.R.S.
19. The Parties covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.
20. The Parties enter into this Agreement as separate independent governmental entities and shall maintain such status throughout the term hereof.
21. Each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City of Fort Morgan, and the ordinances, regulations and policies enacted by all Parties hereto.
22. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the expressed intention of the named Parties that any person other than the named Parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 23. This Agreement embodies the entire Agreement of the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties.
- 24. All obligations under this Agreement are subject to the appropriation process and budgeting requirements of Colorado law.
- 25. This Agreement may be signed in counterparts and each Agreement shall be deemed an original and all the Agreements taken as a whole shall constitute the same instrument.
- 26. The effective date of this Agreement shall be the date that this Agreement is recorded by the County Clerk and Recorder for Morgan County, Colorado. This Agreement shall remain effective for one year unless mutually voided by all Parties in writing.

This Agreement is subject for review by both Parties after appropriate notification by the other Party to create, adjust, or otherwise terminate this Agreement at the conclusion of the 2015-2016 school year.

MORGAN COUNTY SCHOOL DISTRICT Re-3

By: Terry L. McAlister 3/18/15
Terry McAlister, Mayor Date

By: Ron Echols 3-4-15
Ron Echols, Superintendent Date

Attest: John Brennan 3/18/15
John Brennan, City Clerk Date

Attest: Karen Temple 3-4-15
Karen Temple Date
Secretary to the Board of Education



[SEAL]