PUBLIC CONTRACT FOR SERVICES BETWEEN BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND CHERRY HILLS CHRISTIAN SCHOOL REGARDING THE SHARING OF COSTS FOR PROVIDING DEPUTY SHERIFFS TO ACT AS A SCHOOL RESOURCE OFFICER

THIS AGREEMENT, made and entered into this ______ day of ______, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, State of Colorado (the "County"), on behalf of the DOUGLAS COUNTY SHERIFF'S OFFICE (the "Sheriff") and CHERRY HILLS CHRISTIAN SCHOOL a non-profit corporation in the State of Colorado, authorized to do business in Colorado (the "School").

RECITALS

WHEREAS, the School and the County wish to enter into a cooperative agreement as to the sharing of costs for providing a Deputy Sheriff as a School Resource Officer (SRO); and

WHEREAS, the Douglas County Sheriff wishes to provide a Deputy Sheriff to the School to act as an SRO; and

WHEREAS, the parties hereto wish to share in the cost of providing a Deputy Sheriff as an SRO in the school, net of any other funding sources;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the School and the County agree as follows:

- 1. <u>STAFFING</u>: The County, through the Douglas County Sheriff, shall provide: one (1) SRO Deputy; to function as an SRO for Cherry Hills Christian School.
- 2. **<u>SRO DUTIES</u>**: SRO duties shall include, but are not limited to, the following:
 - a. Provide education and counseling to students on law enforcement matters;
 - b. Act as liaison between the Sheriff and School;
 - c. Coordinate matters of mutual law enforcement concern between the School and Sheriff;
 - d. Create an open, uninhibited environment of discussion geared to understanding and respect for each other;
 - e. Investigate law enforcement and public safety issues while on campus;
 - f. On an annual basis, review Classroom Accommodation and Modification Plans (CAMPS) for students who have previously demonstrated behavior that poses a safety risk to themselves or others, and make reasonable efforts to comply with CAMPs when interacting with such students;
 - g. An SRO assigned to a particular school shall participate in the school's administration team's weekly administration meetings pertaining to all safety and security matters including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;
 - h. SRO must complete the following School District trainings prior to performing their duties: Threat Assessments, School Response Protocol (SRP), Mandatory Reporter, Anxiety, and Addressing Matters Involving Students with Disabilities training;

- i. SRO will have training in mental health and/or crisis intervention (e.g. Crisis Intervention Training (CIT) and Youth Crisis Intervention Training (YCIT); and
- j. SRO will attend annual training specific to school safety and/or school resource officers (e.g. National School Resource Officer's conference).
- 3. <u>SCHOOL DUTIES</u>: The School duties shall include, but are not limited to, the following:
 - a. Assigned SRO or law enforcement (if the SRO is not available) must be notified at the onset of any threat screening process when determining if a full threat assessment is needed;
 - b. SRO must be informed and updated on any and all student safety plans;
 - c. SRO will be advised of students with special needs, emotional disabilities, and/or self-regulation challenges and informed of best methods for prevention and de-escalation;
 - d. School building administrative and licensed mental health staff shall receive annual training regarding an SRO's roles and responsibilities.
- 4. **EQUIPMENT/USE OF FACILITIES:** The School will provide a private and secure room, on campus, for the SRO. The room will be equipped with a telephone, a computer with monitor and printer for conducting confidential investigations and interviews, and space for an installed gun safe. The School will also provide two (2) key safes for the School's interior master keys (if not already equipped), an exterior lock box to hold the School's master exterior key (if not already equipped), and a School PROX card. All other equipment utilized by the SRO will be issued, maintained, and owned by the Sheriff's Office.
- 5. <u>**OWNERSHIP OF DOCUMENTS:**</u> All record documents resulting from SRO investigations will be managed and maintained at the Douglas County Sheriff's Office.
- 6. **<u>FINANCIAL COST SHARING</u>**: The Sheriff and the School agree to share certain ongoing costs as estimated and outlined in ATTACHMENT A. Such shared costs include the salaries, which include any anticipated tier plan adjustments or other compensation changes, fringe benefits, uniform allowance, and other ongoing costs for the Deputy Sheriff. The School shall pay its portion of the estimated costs outlined on a quarterly basis upon receipt of an invoice provided by the County, net 30 days.
- 7. <u>PERSONNEL & SUPERVISION</u>: The SRO shall remain employees of the County at all times. The SRO shall perform duties under the control of the Douglas County Sheriff's Office and shall be afforded the same employment rights and benefits as other Sheriff's Office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Sheriff.

The School shall partner with the Sheriff during the interview and selection process of the School's SRO. The SROs shall understand and support the mission of the School.

The SRO is subject to the Douglas County Sheriff's Office chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Sheriff and the County. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the County or Sheriff. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the

officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

- 8. **TERM:** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2026, subject to an annual update of ATTACHMENT A if needed and approved by both Parties. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either Party in accordance with Section 9 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.
- 9. **<u>TERMINATION</u>**: This Agreement may be terminated by either party upon 60 days' written notice to the other Party. The School shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.
- 10. **<u>NOTICE</u>**: Any notice required to be given by this Agreement shall be addressed as follows:

To the School:	CHERRY HILLS CHRISTIAN SCHOOL Sandy Ervine 3900 Grace Blvd. Highlands Ranch, CO 80126 servine@chclions.org (303) 325-8430
To the County:	Douglas County Sheriff 4000 Justice Way Castle Rock, CO 80104
With a copy to:	Kelly Dunnaway Deputy County Attorney Douglas County Sheriff's Office 4000 Justice Way Castle Rock, CO 80109

- 11. **<u>NO THIRD-PARTY BENEFICIARIES</u>**: None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.
- 12. <u>AMENDMENTS</u>: This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
- 13. <u>AUTHORIZED REPRESENTATIVE</u>: The Highlands Ranch Division Chief is designated as the Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.
- 14. **<u>INDEMNIFICATION</u>**: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The School shall defend, indemnify, and

hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this agreement; provided, however, that the School need not indemnify or save harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

- 15. <u>NO WAIVER OF GOVERNMENTAL IMMUNITY ACT</u>: The Parties hereto understand and agree that neither party waives or intends to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.
- 16. This Agreement is entered into as of the day and year set forth above.

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IN WITNESS WHEREOF, the County and the School have executed this Agreement as of the above date.

CHERRY HILLS CHRISTIAN SCHOOL

usinKlot By: Printed Name: Christy Kloter Title: Lead Administrator Date: May 15, 2025

ATTEST (if Corporation):

By: ____

Printed Name: Date:

Signature of Notary Public Required:

STATE OF <u>Colorado</u> _))ss. COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 15 day of May, 2025, by

Christy Kloter (Name of Individual Signing Document).

Witness my hand and official seal

REBECCA MILLER NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20204019505 MY COMMISSION EXPIRES JUN 4, 2028

Kebices Mille Novary Public My commission expires: <u>6/4/28</u>

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Abe Laydon, Chair

Date:

APPROVED AS TO LEGAL FORM: OFFICE

Clerk to the Board

Date: _____

ATTEST:

DOUGLAS COUNTY SHERIFF'S

Kelly Dunnaway, Deputy County Attorney

Date: _____

Darren Weekly, Sheriff

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

Date:

ATTACHMENT A 2025-20256 School Year

Cost for One SRO		School		Sheriff		Total Ongoing	
		Portion		Portion		Costs	
Ongoing Shared Costs (07/01/25 - 06/30/26 - 12 Months):	~						
Salary (Based on the 2025 Pay Plan for a Tier 6 Deputy)	\$	56,349	\$	56,350	\$	112,700	
Fringe Benefits		28,450		28,450		56,900	
Uniform Allowance		150		150		300	
Cell Phone Service		250		250		500	
AXON Program Cost (\$3,200 per FTE and \$2,650 per Vehicle Annually)		2,925		2,925		5,850	
Annual SRO Training/Travel		1,400		1,400		2,800	
Misc. Costs		500		500		1,000	
Ongoing Shared Costs Total	\$	90,024	\$	90,025	\$	180,050	
Ongoing Other Costs (07/01/25 - 06/30/26):							
Overtime	\$	-	\$	3,000	\$	3,000	
On-Call Pay		-		900		900	
FICA on Overtime and On-Call Pay		-		300		300	
Professional Memberships		-		100		100	
Uniform Costs (Ongoing Replacement)		-		695		695	
Firearm/Taser Supplies		-		400		400	
Medical/First Aid Supplies				400		400	
Range Fees		-		360		360	
Fuel		-		4,000		4,000	
Fleet Maintenance		-		2,400		2,400	
Ongoing Other Costs Total	\$	-	\$	12,555	\$	12,555	
Grand Totals - Year 1	\$	90,024	\$	102,580	\$	192,605	

ATTACHMENT B SRO Job Description

The Douglas County Sheriff's Office has a School Resource Officer (SRO) program. These officers are assigned as Patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a Deputy Sheriff.

An SRO sergeant acts as the immediate supervisor for the SRO with the Juvenile Unit Commander as the next level in the Chain of Command. The SRO is responsible for handling all in-progress law enforcement related calls, education, training, and counseling duties as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730–1530 Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the CRS statute of mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Highlands Ranch and Investigations Divisions (*as appropriate*) on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the DCSO Administration on criminal activity involving juveniles in the County.