SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF CASTLE ROCK REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS (SROs)

This Second Amendment to the Intergovernmental Agreement between Douglas County School District RE-1 and the Town of Castle Rock Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers (the "Second Amendment") is made and entered into this <u>18th</u> day of <u>March</u>, 2025, by and between Douglas County School District RE-1 ("District" or "School District") and the Town of Castle Rock ("Town").

RECITALS:

WHEREAS, the District and the Town entered into an Intergovernmental Agreement (the "IGA") on September 14, 2023 for the sharing of costs for providing Police Officers as School Resource Officers ("SROs"), for the initial term of July 1, 2023 through June 30, 2025; and

WHEREAS, the District and the Town now desire to amend the IGA to extend the term for the 2025-26 school year (July 1, 2025 through June 30, 2026); update Sections 1, 6, 8, 9 and 11 of the IGA as set forth below; and update ATTACHMENT B-2 (attached and incorporated hereto); and

WHEREAS, the Parties desire that any IGA term not specifically amended herein continue in full force and effect; and

WHEREAS, the District and the Town have budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this Second Amendment.

NOW THEREFORE, in consideration of the promises made herein and of the recitals above which are hereby incorporated by reference, the District and the Town agree as follows:

1. <u>Section 1, STAFFING:</u> Commencing in the 2025-26 school year (July 1, 2025 through June 30, 2026), IGA Section 1 "Staffing" is hereby replaced in its entirety with the following provision:

The Town, through the Castle Rock Police Department ("Police Department" or "CRPD"), shall provide two (2) SRO Sergeants and nine (9) full-time Police Officers to function as SROs for the School District schools listed in ATTACHMENT A-1. Dedicated SROs will be stationed at each High School and Middle School; all others will rove the remaining schools listed in ATTACHMENT A-1. The SRO Sergeants will assist, when and if available.

2. <u>Section 6, FINANCIAL COST SHARING:</u> Commencing in the 2025-26 school year (July 1, 2025 through June 30, 2026), IGA Section 6 "Financial Cost Sharing" is hereby replaced in its entirety with the following provision:

As set forth in ATTACHMENT B-2, the Parties agree to share the costs, fifty percent (50%), for nine (9) SROs and two (2) Sergeants in the School District. Such reimbursable costs shall include, but not be limited to, the salary, benefits, uniform allowance, uniform replacement, conference costs and other ongoing costs for the SROs and shall be billed quarterly to the District, with the District settling invoices received from the Town within a net 30-day timeframe. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds and shall not exceed a five percent (5%) increase agreed by both parties.

Each school year, the High School SROs (2) will be entitled to share an additional one hundred thirty-five (135) hours, and each Middle School SRO (2) will receive an additional forty-five (45) hours, of Overtime or Extra Duty funding to attend school-related sporting events or activities. The SROs are compensated at an hourly Overtime or Extra Duty rate up to, but not to exceed, \$75.00/hour. Hours used are verified by both the SROs and District Security personnel. Notwithstanding the foregoing, the additional forty-five (45) hours at District events to include, but not limited to, traffic control at and other events within the Town of Castle Rock. Additional overtime hours shall be invoiced separately from quarterly SRO invoices, to include details as follows: officer name, school, event, hours covered, hourly rate charge and total amount being invoiced.

3. <u>Section 8, DATA REPORTING:</u> All references to "the Sheriff" in IGA Section 8 "Data Reporting" are hereby replaced by "the Town, through its Police Department."

4. <u>Section 9, TERM:</u> Commencing in the 2025-26 school year (July 1, 2025 through June 30, 2026), IGA Section 9 "Term" is hereby replaced in its entirety with the following provision:

The initial term of this Agreement shall be from July 1, 2023 through June 30, 2025. The Parties hereby agree to extend the term from June 30, 2025 through June 30, 2026. Thereafter, this Agreement shall automatically continue for successive oneyear terms, subject to annual update of ATTACHMENT A-1 and or ATTACHMENT B-2 if needed and approved by both Parties, unless sooner terminated by either Party in accordance with Section 10 below. The financial obligation of both Parties hereto is subject to annual budgeting and appropriation of the necessary funds.

5. <u>Section 11, NOTICE:</u> IGA Section 11 "Notice" is hereby replaced in its entirety with the following provision:

Any notice required to be given by this Agreement shall be given in writing and addressed as follows:

To the School District:	Debra Jones Director – Strategic Sourcing and Contract Management Douglas County School District RE-1 620 Wilcox Street Castle Rock, Colorado 80104
With a copy to:	Mary Kay Klimesh General Counsel Douglas County School District RE-1 620 Wilcox Street Castle Rock, Colorado 80104
To the Town:	Jack Cauley Chief of Police Castle Rock Police Department 100 Perry Street Castle Rock, Colorado 80104
With a copy to:	Town Attorney's Office Town of Castle Rock 100 N. Wilcox Street Castle Rock, Colorado 80104

6. **<u>Ratification</u>**: This Second Amendment constitutes the entire amendment to the IGA agreed to by the Parties and, except as amended hereby, the IGA remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the date first written above.

[Signatures Continue on Next Page]

TOWN OF CASTLE ROCK

ATTEST:

Lisa Anderson, Town Clerk

Date:

Approved as to form:

David L. Corliss, Town Manager

Date: _____

Approved as to content

Kaitlin Parker, Assistant Town Attorney

Jack Cauley, Chief of Police

Date: _____

Date:

DOUGLAS COUNTY SCHOOL RE-1

Christy Williams President, Board of Education

Becky Myers Secretary, Board of Education

Date: _____

Date: _____

Danelle Hiatt Deputy Superintendent

Mary Kay Klimesh General Counsel

Date: _____

Date: _____

ATTACHMENT B-2

2025-2026 CRPD SRO PROGRAM COSTS

SRO PROGRAM	EXISTING PROGRAM (8 FTE'S) July 1, 2025 – June 30, 2026			ADDITION OF SRO SERGEANT (1 FTE) AND TWO SRO's (2 FTE) July 1, 2025 – June 30, 2026			NEW GRAND TOTAL (11 FTE)		
Reoccurring Yearly Shared Costs:	School District Portion	CRPD Portion	Total Costs - Existing Program	School District Portion	CRPD Portion	Total Cost - 1 Sgt/2 SRO Position	School District Portion	CRPD Portion	Total Costs
Salaries (1 Sgt; 7 Officers - 8 FTEs Total)	\$484,005.60	\$484,005.60	\$968,011.20	\$191,089.60	\$191,089.60	\$382,179.20	\$675,095.20	\$675,095.20	\$1,350,190.40
Fringe Benefits	\$167,888.00	\$167,888.00	\$335,776.00	\$62,958.00	\$62,958.00	\$125,916.00	\$230,846.00	\$230,846.00	\$461,692.00
Uniform Allowance-cleaning (\$650 per FTE)	\$2,600.00	\$2,600.00	\$5,200.00	\$975.00	\$975.00	\$1950.00	\$3,575.00	\$3,575.00	\$7,150.00
Firearm Supplies / Training	-	\$10,000.00	\$10,000.00	-	\$3,750.00	\$3,750.00	-	\$13,750.00	\$13,750.00
Range Fees (\$310 per FTE)	-	\$2,480.00	\$2,480.00	-	\$930.00	\$930.00	-	\$3,410.00	\$3,410.00
SRO Trainings (NASRO, travel, etc. \$1,600 per FTE)	\$6,400.00	\$6,400.00	\$12,800.00	\$2,400.00	\$2,400.00	\$4,800.00	\$8,800.00	\$8,800.00	\$17,600.00
SRO Therapy Dog Program	\$10,500.00	\$10,500.00	\$21,000.00	-	-	-	\$10,500.00	\$10,500.00	\$21,000.00
MDT Connectivity (911 board funds this)	-	-	-	-	-	-	-	-	-
Smartphone Service (\$500 per FTE)	\$2,000.00	\$2,000.00	\$4,000.00	\$750.00	\$750.00	\$1,500.00	\$2,750.00	\$2,750.00	\$5,500.00
AXON Program Cost (\$3,200 per FTE)	\$12,800.00	\$12,800.00	\$25,600.00	\$4,800.00	\$4,800.00	\$9,600.00	\$17,600.00	\$17,600.00	\$35,200.00
Fuel (\$2,200 per FTE)	\$8,800.00	\$8,800.00	\$17,600.00	\$3,300.00	\$3,300.00	\$6,600.00	\$12,100.00	\$12,100.00	\$24,200.00
Fleet Maintenance (\$2,000 per FTE)	\$8,000.00	\$8,000.00	\$16,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$22,000.00
Misc. Costs (\$2,000 per FTE)	\$8,000.00	\$8,000.00	\$16,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$22,000.00
Reoccurring Yearly Shared Costs Total	\$668,188.90	\$680,668.90	\$1,348,857.80	\$257,391.40	\$262,071.40	\$519,462.80	\$983, 266. 20	\$1,000,426.20	\$1,983,692.40
SRO ONE TIME 2025 CAPITAL CONTRIBUTIONS (3 FTE)				School District Portion	CRPD Portion		School District Portion	CRPD Portion	Total Costs
Uniform cost Firearms Police Vehicle MDT (Mobile Data Terminal) Car Radio Taser				\$172,874.66	\$172,874.66	\$345,749.32	\$172,874.66	\$172,874.66	\$345,749.32
2025-2026 DCSD Total cost sharing and one time capital contributions									\$1,156,140.86