



MEETING DATE: August 31, 2020

SUBJECT: **Resolution No. 77-R-2020**  
**School Resource Officer Program**  
Intergovernmental Agreement (IGA) with St. Vrain Valley School  
District RE-1J

PRESENTED BY: Brent Newbanks, Chief of Police

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## SUMMARY

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The role of a School Resource Officer is common practice throughout the United States for providing a safer environment for students and staff. The Town of Mead and the St. Vrain Valley School District RE-1J have jointly developed a school resource officer program (“SRO Program”) that provides a school-based approach to the development of a positive relationship between students and the police. The SRO Programs assists our community’s young people with the prevention of delinquency, alcohol and substance abuse, and gang involvement.

The SRO Program, and similar programs implemented in Colorado and across the country, are widely recognized as being effective in the development of a positive relationship between the police, faculty, and young people.

The proposed Resolution: (1) approves the Intergovernmental Agreement Between the Town and the School District to continue the SRO Program for the 2020-2021 school year (the “Agreement”); and (2) delegates authority to the Town Manager to execute the Agreement on behalf of the Town, when in final form. A copy of the Agreement is attached to the Resolution as **Exhibit 1**.

## FINANCIAL CONSIDERATIONS

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SVVSD will reimburse the Town of Mead for 50% of 9 months salary for the first SRO or \$26,003.08.

For the second SRO, the school district will reimburse 100% of salary plus benefits \$94,145.17.

Total contract \$120,148.25

## STAFF RECOMMENDATION/ACTION REQUIRED

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Staff recommends approving the Resolution (approving the Agreement to extend the SRO Program for the 2020-2021 school year), in the form attached to Resolution 77-R-2020 as **Exhibit 1**.

A motion to approve the August 31st consent agenda will approve the Resolution (which approves the Agreement). If this item is pulled off of the consent agenda for discussion, Town staff recommends the following motion:

### **Suggested Motion –**

“I move to approve Resolution 77-R-2020, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement By and Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program.”

## ATTACHMENTS

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Resolution 77-R-2020

**Exhibit 1** to Resolution (Intergovernmental Agreement – Joint School Resource Officer Program)

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 77-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE  
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE  
OFFICER PROGRAM**

**WHEREAS**, the Town of Mead (“Town”) and the St. Vrain Valley School District RE-1J (“School District”) have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement among students; and

**WHEREAS**, the Board of Trustees of the Town desires to approve the Intergovernmental Agreement Between the Town and the School District to continue the Joint School Resource Officer Program for the 2020-2021 school year, in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

**WHEREAS**, the Board of Trustees further desires to delegate authority to the Town Manager to execute the Agreement on behalf of the Town,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1.** The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

**Section 2.** The Board of Trustees hereby: (a) approves the Agreement in substantially the same form attached hereto; (b) authorizes the Town Attorney, in cooperation with the Town Manager and the Chief of Police, to make non-material changes to the Agreement that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form.

**Section 3. Effective Date.** This resolution shall be effective immediately upon adoption.

**Section 4. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 5. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 31<sup>st</sup> DAY OF AUGUST, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
TOWN OF MEAD AND ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J  
FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made by and between **TOWN OF MEAD** (the “Governmental Unit”) through the police or sheriff’s office, as applicable, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J** (the “School District”).

**WHEREAS**, the Governmental Unit, the 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**, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventative manner; and

**WHEREAS**, the Governmental Unit and the School District have jointly developed a program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community’s young people (the “School Resource Officer Program”); and

**WHEREAS**, such programs are recognized as being effective in the development of a positive relationship between the police, faculty, and young people and in the prevention of delinquency.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE** covenants and agreements below appearing, the parties agree as follows:

**I.**

**SCOPE OF SERVICES**

To facilitate the School Resource Officer Program, the Governmental Unit shall provide police officers to work in the School District’s schools (the “School Resource Officers”) unless the Governmental Unit does not have sufficient resources. The School District will assign School Resource Officers to work with the administration, faculty, and students on school sites located within the School District and identified in **Exhibit A**. The School District will put an emphasis on selecting secondary level sites (high school and middle school campuses) with the intention to continue services at the elementary level as resources allow.

The School Resource Officers may perform functions including, but not limited to the following:

1. Assist school administration in the prevention and control of crime, delinquency, truancy,

and disorder on the campus.

2. Conduct or assist in the investigation of offenses on campus.

3. Provide presentations and available educational resources for students, parents, and other groups associated with the School District in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility.

4. As requested by school staff, provide instructional resources for classroom presentations as time permits.

5. Enforce federal and state statutes and municipal ordinances as appropriate.

6. Appear in court and assist in prosecution and other judicial processes as appropriate.

7. Assist in the coordination of efforts of other enforcement agencies on the campus.

8. Provide visible presence on the campus.

9. Assist campus supervisors with appropriate monitoring and enforcement in the parking lots and other grounds of the school.

10. Attend school-related functions during normal classroom hours, as well as nighttime hours to include attending social events, such as school dances and sporting events, etc., as regular duty hours. This will not replace security and off duty work already in place. If School District approves of overtime duty for School Resource Officers, the Governmental Unit will bill the School District separately for those services.

11. Contribute to the positive police-school-community relations efforts, especially as these efforts relate to students and parents.

## II.

### PROGRAM ADMINISTRATION

A. **EMPLOYMENT**. The School Resource Officers shall be regular employees and certified police officers of the appropriate Governmental Unit police department or sheriff's office. The officers will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Governmental Unit and the appropriate Governmental Unit police department or sheriff's office. The officers also will comply with the policies and regulations of the School District, to the extent that such policies and regulations are not in conflict with those of the Governmental Unit; are not in conflict with terms contained herein or direction of the appropriate Governmental Unit police department or sheriff's office; and are not in conflict with federal, state, or city laws.

B. **SALARY AND BENEFITS.** The Governmental Unit and the School District jointly fund the School Resource Officer Program. The School Resource Officers will receive salary and employee benefits and normally-issued equipment and supplies from the Governmental Unit. The School District agrees to pay its share for each officer as identified in **Exhibit A** on or before November 1st of each year this Agreement is in effect. If, during the course of this Agreement, the number of School Resource Officers provided for in **Exhibit A** is reduced, the School District's obligation for funding School Resource Officers at 100% will be reduced prior to the School District's obligation to jointly fund the School Resource Officer's position with the Governmental Unit.

C. **SCHEDULE.** The School Resource Officers will work a schedule consistent with Governmental Unit ordinances, policies, and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the schools are in session, the School Resource Officers will devote such officers' full shifts to the school calendar day, except for required duties such as court appearances. During the schools' summer vacation, spring break, holiday breaks, and on other days when the schools are not in session, and the officers are not involved in assigned school related activities, the School Resource Officers will participate in police department or school training, take accumulated vacation, compensatory, or holiday time off, or engage in prevention, enforcement, and other activities as assigned by the appropriate Governmental Unit police department or sheriff's office. School Resource Officers will be able to take leave with the authorization of the appropriate Governmental Unit police department or sheriff's office and with School District approval ensuring coverage at the school is present. In the event of an emergency, as determined by the appropriate Governmental Unit police department or sheriff's office, the School Resource Officers may be required to perform general police duties. The School Resource Officers shall attend in-service and specialized assignment training conducted by the appropriate Governmental Unit police department or sheriff's office scheduled throughout the year.

D. **SUPERVISION.** The School Resource Officers are subject to the appropriate Governmental Unit police department or sheriff's office chain of command and are subject to the supervision and control of the Governmental Unit police chief, sheriff, or designee ("Police Supervisor"). Day-to-day supervision will be by assigned Police Supervisors. The assigned Police Supervisor will be responsible for maintaining contact with the principals, school administration, and their management staffs. The School Resource Officers will work closely with school administrators and faculty to determine the most effective use of the officers' time and expertise, but shall not be subject to supervision or direction by the School District, its officers, agents, or employees.

E. **EXTRA DUTY.** It is common that the School District requests assistance from the Governmental Unit to provide services at after-hours School District events. In such cases, the Governmental Unit may provide School Resource Officers or other officers to perform such duties as resources of the Governmental Unit allow. The following guidelines shall direct the conduct of all officers, School Resource Officers and non-School Resources Officers, while conducting extra duty assignments. The School District shall pay for extra duty support as set forth in **Exhibit A**.

1. Assignment of Officers. The Governmental Unit may assign otherwise off-duty Governmental Unit police officers to perform services for the School District.

2. Provision of Services. The following shall apply to all services performed pursuant to this Agreement and to each officer assigned by the Governmental Unit in connection with such services:

a. The officer shall be responsible for the enforcement of Governmental Unit ordinances and applicable laws and activities related thereto.

b. The officer's performance of services pursuant to this Agreement shall be deemed to be normal law enforcement functions undertaken in the regular course of the officer's assigned duties and shall be deemed to be within the performance of the officer's duties and the scope of the officer's employment with the Governmental Unit.

c. The officer shall be under the supervision and control of the Governmental Unit Police Supervisor.

d. Unless the Governmental Unit Police Supervisor has approved an officer for plainclothes work, officers shall wear the official uniform and badge of the appropriate Governmental Unit police or sheriff's office and the badge shall be plainly visible.

e. The officer shall be responsible for completing the appropriate reports and forms necessary to conclude an incident unless otherwise directed by the Governmental Unit Police Supervisor.

f. The officer shall at all times follow the ordinances, rules, regulations, and policies of the Governmental Unit and the appropriate Governmental Unit police department or sheriff's office, and other applicable laws.

g. The Governmental Unit Police Supervisor may authorize the use of Governmental Unit equipment by the officer when such use is determined by the Governmental Unit Police Supervisor to be in the best interests of the public safety and necessary to the assignment.

h. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra-duty assignments; for extra-duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office.

F. **PERFORMANCE APPRAISAL.** The School Resource Officers' performance will be evaluated consistent with Governmental Unit policy and procedures by the assigned Police Supervisor, who will seek and accept input from the respective school principal or their designees.

G. **SELECTION.** The School Resource Officer will be selected in a manner as agreed upon

by the Governmental Unit's police chief or sheriff, as applicable, with input by members of the School District.

H. **VEHICLE**. As necessary to the duties of the position, and subject to availability, the School Resource Officers will be provided on-duty use of an appropriate Governmental Unit police department or sheriff's office vehicle.

I. **LIABILITY COVERAGE**. The Governmental Unit and School District shall exchange evidence of insurance showing general liability coverage for the School District and general liability and police professional coverage of the Governmental Unit in the minimum amount established by the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution of this Agreement, through the Governmental Unit's Risk Manager and the School District's Superintendent. Such evidence shall be approved by each recipient prior the commencement of this Agreement. Nothing set forth herein shall be interpreted to supersede the provisions of § 29-5-101, C.R.S. *et seq.*, to the extent applicable, and such statute shall control in the event of a conflict between the statute and this Agreement.

J. **TERMINATION**. Either the Governmental Unit or School District may terminate this Agreement without cause upon 30 days' advance 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 Governmental Unit 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 of termination shall be given to the Governmental Unit police chief or sheriff, as applicable, or the School District Superintendent as appropriate.

K. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties. Amendment of this Agreement may be made only in writing and signed by the parties hereto.

L. **RELATIONSHIP OF THE PARTIES**. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Governmental Unit and the School District or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Governmental Unit or of construing the Governmental Unit, including its officers, agents, volunteers and employees as an agent of the School District. The School District shall not represent that the School Resource Officers are employees or agents of the School District in any capacity. The School Resource Officers shall not represent that they are employees or agents of the School District in any capacity. The School Resource Officers shall remain solely employees of the Governmental Unit.

M. **NO THIRD-PARTY BENEFICIARIES**. None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party



hereto. Any person other than the Governmental Unit or the School District receiving services or benefits under this Agreement is only an incidental beneficiary. Nothing in this Agreement shall be deemed as a waiver of immunity or liability granted to the Governmental Unit and the School District under the Colorado Governmental Immunity Act.

**N. COVID-19 PANDEMIC.**

1. As of the date of this Agreement, the COVID-19 pandemic has caused several non-traditional scenarios for the operation of the School District's schools. Those scenarios range from fulltime online, to hybrid (half in-person/half online), to fulltime in-person instruction. How long each of these scenarios may last is unknown. The School District is working closely with state, county, and municipal health agencies to ensure compliance with all applicable rules and regulations related to the COVID-19 pandemic. Regardless of the scenario, educational services will continue at School District buildings. Those services may include, but are not limited to:

- a. teacher instruction (both in-person and online),
- b. administrative operations, including in-person communications with parents and community members, as well as, supervision of teachers and staff, and direct student interaction under different scenarios,
- c. student testing for classes such as Advanced Placement, SAT/ACT, and state-required standardized tests,
- d. breakfast and lunch distribution for eligible students, and
- e. iPad and technology distribution for students, faculty and staff.

In light of these ongoing operations at the School District schools, it is necessary that the School Resource Officer Program continue during the COVID-19 pandemic even though students may not be at the schools during a traditional, 5-day per week schedule.

2. The parties further recognize that, during the pandemic, the applicable Governmental Unit's police department or sheriff's office may need additional flexibility in its scheduling and operational schedules to meet its internal agency needs. The Parties are willing to collaborate to ensure each Party's particular needs are met, with the following, minimum standards for supervision of School District schools:

a. School Resource Officers will stay connected with their assigned schools. This may include daily check-ins with school administration, site-visits, increased patrols around specific schools, or otherwise, but the intent is to continue incorporating School Resource Officers in the culture and operations of their assigned schools to the greatest degree possible.

b. Maintain an immediate line of communication with each assigned school. To the extent a School Resource Officer is engaged in different duties as assigned by the

Governmental Unit Police Supervisor, the School Resource Officer shall also be reachable by cellular phone or handheld radio during School District working hours, and must be authorized by the applicable Governmental Unit Police Supervisor to respond immediately to potential incidents at School District schools as resources of the Governmental Unit allow.

c. Finally, the Parties recognize that these are unique times, and they pledge to work together, maintaining clear, transparent, and free communications at the highest levels between and among the Governmental Unit and the School District, to ensure the safety and security of all School District students, teachers, administrators, and staff.

### III.

#### TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2020, through June 30, 2021. This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively.

The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new **Exhibit A** for each additional school year.

### IV.

#### MISCELLANEOUS

**A. PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed: (i) as a waiver by either party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.

**B. INFORMATION SHARING.** The appropriate Governmental Unit police department or sheriff's office and the School District agree to abide by and share information that is in accordance with Colorado State law, C.R.S. § 19-1-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

**C. GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

**D. NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Governmental Unit or the School District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**E. NOTICE.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the party at the address set forth below:

To School District:  
Superintendent  
395 South Pratt Parkway  
Longmont, CO 80501

To Governmental Unit:  
Police Chief, Town of Mead  

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441 Third Street, P.O. Box 626  

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Mead, CO 80542

**F. SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

**G. ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations of the parties shall be assigned by either party without the written consent of the other.

**H. NON-APPROPRIATION/TABOR.** The parties understand and acknowledge that the Governmental Unit and the School District are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligation of the School District is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the School District, as applicable, and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the School District's failure to appropriate such funds, this Agreement shall automatically terminate.

**I. BINDING ARBITRATION PROHIBITED.** Neither party agrees to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

**J. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** School District or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Governmental Unit hereby certifies and warrants that, during the term of this Agreement and any extensions, Governmental Unit has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the School

District determines that Governmental Unit is in violation of this provision, the School District may exercise any and all remedies available at law, in equity, or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**K. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. School District Board Policy GBEA.** The signatories aver that to their knowledge and without prior approval of the School District’s Board of Education, no employee of the School District has any personal or beneficial interest in the service or property described in this Agreement. Governmental Unit has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Governmental Unit’s services and Governmental Unit shall not employ any person having such known interests.

**L. STUDENT DATA PRIVACY. §§22-16-101 et seq., C.R.S.** Governmental Unit agrees that any data given to it by the School District in order to perform its obligations under this Agreement (i.e., student personally identifiable information, demographic data, financial data, etc., collectively referred to herein as “Confidential Data”), whether provided through electronic transfer or on physical drives, remains the sole property of the School District. Governmental Unit shall maintain the Confidential Data in the strictest confidence consistent with, and shall comply with, the Colorado Student Transparency and Security Act (in particular § 22-16-108 through 110, C.R.S.), Children’s Online Privacy Protection Rule, and the Federal Education Rights and Privacy Act. Any discovery of Confidential Data by Governmental Unit in the ordinary course of business shall remain confidential and shall similarly be maintained in a manner consistent with all Colorado and federal laws. Confidential Data shall not be passed, transported, or otherwise moved outside the School District networks, Governmental Unit’s secure data transmission site, or off School District property without written approval from the School District’s Chief Technology Officer. Confidential Data stored on School District equipment shall not be duplicated or transferred to a different media without the School District’s express written consent. Changes to Governmental Unit’s practices, privacy policy, or end user license agreement that conflict with existing Colorado or federal laws and material breaches that involve the misuse or unauthorized release of Confidential Data may result in immediate termination of this Agreement.

1. **Data Transparency:** Governmental Unit shall provide clear information that is understandable by a layperson explaining the data elements of the Confidential Data that Governmental Unit collects, the learning purpose for which Governmental Unit collects it, and how Governmental Unit uses and shares it. The information must include all Confidential Data that Governmental Unit collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Governmental Unit shall provide the information to the School District in a format that is easily accessible through a website. Governmental Unit shall update the information as necessary to maintain accuracy.

Governmental Unit shall provide clear notice to the School District before making material changes to its privacy policy for school services.

Governmental Unit shall facilitate access to and correction of any factually inaccurate Confidential Data by the School District in response to a request for correction that the School District receives and responds to in accordance with section 22-16-112(1)(c), C.R.S.

Upon discovering the misuse or unauthorized release of the Confidential Data held by Governmental Unit, a subcontractor of Governmental Unit, or a subsequent subcontractor, Governmental Unit shall notify the School District as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Agreement.

2. **Use of Confidential Data.** Governmental Unit shall not:
  - a. Sell the Confidential Data; except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Governmental Unit, or any assets of Governmental Unit, by another entity, so long as the successor entity continues to be subject to the provisions of C.R.S. § 22-16-101 et seq. with respect to the Confidential Data that Governmental Unit acquired while subject to the provisions of C.R.S. § 22-16-101 et seq.;
  - b. Use or share Confidential Data for purposes of targeted advertising to students; or
  - c. Use Confidential Data to create a personal profile of a student other than for supporting purposes authorized by the School District or with the consent of the student or the student's parent.

Notwithstanding any provision of C.R.S. § 22-16-101 et seq. to the contrary, Governmental Unit may use or disclose Confidential Data to:

- a. Ensure legal or regulatory compliance or to take precautions against liability;
- b. Respond to or participate in the judicial process;
- c. Protect the safety of users or others on Governmental Unit's website, online service, online application, or mobile application; or
- d. Investigate a matter related to public safety.

If Governmental Unit uses or discloses Confidential Data as allowed above, Governmental Unit shall notify the School District as soon as possible after the use or disclosure of the information.

Governmental Unit may use or disclose Confidential Data to a subcontractor only if Governmental Unit contractually requires the subcontractor to comply with C.R.S. § 22-16-101 and following. The provisions of this paragraph apply to the ability of an initial or subsequent subcontractor to further subcontract. If the School District determines that an initial or subsequent subcontractor has committed a material breach of this Agreement that involves the misuse or unauthorized release of Confidential Data, the School District shall comply with the requirements of section 22-16-105(5) (a) or 22-16-107 (2) (a), as applicable; except that the School District is not required to consider terminating this Agreement if Governmental Unit terminates this Agreement with the subcontractor as soon as possible after Governmental Unit knows or has reason to know of the initial or subsequent subcontractor's material breach.

A student may consent to the use, sharing, or retention of the student's Confidential Data only if the student is at least eighteen years of age or legally emancipated.

3. **Confidential Data Security and Destruction.** Governmental Unit shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of the Confidential Data. The information security program must make use of appropriate administrative, technological, and physical safeguards.

During the term of this Agreement between Governmental Unit and the School District, if the School District requests destruction of a student's Confidential Data collected, generated, or inferred as a result of this Agreement, Governmental Unit shall destroy the information as soon as practicable after the date of the request unless:

- a. Governmental Unit obtains the consent of the student or the student's parent to retain the student's Confidential Data; or
- b. The student has transferred to another public education entity and the receiving public education entity has requested that Governmental Unit retain the student's Confidential Data.

Following the termination or conclusion of this Agreement between Governmental Unit and the School District, Governmental Unit shall, within the time period specified in this Agreement, destroy all Confidential Data collected, generated, or inferred as a result of this Agreement. If this Agreement does not specify a period for destruction of the Confidential Data, Governmental Unit shall destroy the information when the information is no longer needed for the purpose of this Agreement between Governmental Unit and the School District. Governmental Unit shall notify the School District of the date upon which all of the Confidential Data is destroyed.

**M. ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim through mediation conducted by the Judicial Arbiter Group (“JAG”) of Denver, Colorado or, if JAG is no longer in existence, or if the parties mutually agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party’s written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.

**N. ATTORNEYS’ FEES.** For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs whether or not legal proceedings are instituted.

**O. AUTHORITY OF PARTIES/SIGNATORIES.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**[Remainder of page intentionally left blank; signatures appear on following page.]**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF MEAD, COLORADO

SCHOOL DISTRICT

\_\_\_\_\_  
Helen Migchelbrink, Town Manager

\_\_\_\_\_  
Dr. Don Haddad, Superintendent of Schools,  
St. Vrain Valley School District

ATTEST:

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, Town Clerk

\_\_\_\_\_  
SECRETARY



**EXHIBIT A**  
School Resource Officer Compensation

**A. School Year**

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the school year August 2020 through May 2021.

**B. School Sites**

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer (“SRO”) staffing expectations. School sites chosen for the 2020-21 school year are:

Mead High School	2 SROs
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SRO support upon request at Middle/Elementary schools

**C. Compensation by School Year**

1. 2020-21 School Year. For the 2020-21 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2020 salaries of the SROs for the schools identified in paragraph B above:

_1st_ SRO at 50% of 9 months 2020 salary =	\$ <u>26,003.08</u>
(Annual Salary = \$ <u>69,341.55</u> )	
_2nd_ SRO at 100% of 12 months salary and benefits	
Annual Salary =	\$ <u>73,163.35</u>
Benefits =	\$ <u>20,981.82</u>
One-time administrative cost =	\$ <u>0</u>
Total Payment for 2020 school year =	\$ <u>120,148.25</u>

2. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit police department or sheriff's office. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer assigned to the School District for extra duty coverage, the School District will remit to the Governmental Unit a sum equal to **\$ 66.93 per hour** of the assignment. Said payment will cover the applicable rate of compensation to the officer plus the Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

**CERTIFICATION OF AVAILABLE FUNDS**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I hereby certify that the School District has budgeted sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above.

SCHOOL DISTRICT

\_\_\_\_\_

Dr. Don Haddad, Superintendent of Schools

St. Vrain Valley School District

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I hereby certify that the Governmental Unit of the Town of Mead did budget sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above in calendar year 2020. I further represent that the Town of Mead Board of Trustees will consider, for approval, a budget for the 2021 calendar year that will include sufficient funding to pay the Town of Mead's respective costs for the School Resource Officer Program.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Helen Migchelbrink, Town Manager  
Town of Mead, Colorado