

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

THIS AGREEMENT (this “Agreement”) is made by and between **TOWN OF ERIE** (the “Governmental Unit”) through its law enforcement agency, 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 the community’s young people (the “SRO 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 SRO Program, the Governmental Unit shall hire police officers to work in the School District’s schools (the “SROs”). The SROs shall be assigned to work with the administration, faculty, and students on school sites located within the School District and identified on **Exhibit A**. An emphasis will be made to select secondary level sites (high school and middle school campuses) with the intention to continue services at the elementary level as resources allow.

The SROs 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 in the following areas: alcohol and substance abuse, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the school.
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.
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 SROs shall be regular employees and certified police officers of the Governmental Unit's law enforcement agency. The SROs will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Governmental Unit and the appropriate Governmental Unit law enforcement agency. The SROs 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 of this Agreement or the direction of the Governmental Unit's law enforcement agency; and are not in conflict with federal, state, or local laws.

B. **SALARY AND BENEFITS.** The Governmental Unit and the School District jointly fund the SRO Program. The employees assigned to the SRO Program 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 SROs provided for in **Exhibit A** is reduced, the School District's obligation for funding SROs at 100% will be reduced prior to the School District's obligation to jointly fund the SRO position with the Governmental Unit.

C. **SCHEDULE.** The SROs 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 SROs will devote such officers' full shifts to the school calendar day, five days per week, 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 SROs are not involved in assigned school related activities, the SROs 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 Governmental Unit law enforcement agency. SROs will be able to take leave with the authorization of the Governmental Unit law enforcement agency and with School District approval ensuring coverage at the school is present. In the event of an emergency, as determined by the Governmental Unit law enforcement agency, the SROs may be required to perform general police duties. The SROs shall attend in-service and specialized assignment training conducted by the Governmental Unit law enforcement agency scheduled throughout the year.

D. **SUPERVISION.** The SROs are subject to the Governmental Unit law enforcement agency's chain of command and are subject to the supervision and control of the Governmental Unit law enforcement agency 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 SROs will work closely with school administrators, and faculty to determine the most effective use of the SROs' 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 addition to the services of the school-assigned SRO. In such cases, the Governmental Unit may provide additional SROs or other officers to perform such duties. The following guidelines shall direct the conduct of all officers, SROs and non-School Resources Officers, while conducting extra duty assignments. The School District shall pay for extra duty support as set forth on **Exhibit A**.

1. **Assignment of Officers.** The Governmental Unit shall allow the assignment of otherwise off-duty Governmental Unit law enforcement officers for the purpose of performing 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 supervisions and control of the Governmental Unit law enforcement agency.

d. Unless the Governmental Unit Police Supervisor has approved an officer for plainclothes work, officers shall wear the official uniform and badge of the Governmental Unit law enforcement agency 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 law enforcement agency.

f. The officer shall at all times follow the ordinances, rules, regulations, and policies of the Governmental Unit and the Governmental Unit's law enforcement agency, and other applicable laws.

g. The Governmental Unit law enforcement agency may authorize the use of Governmental Unit equipment by the officer when such use is determined by the Governmental Unit law enforcement agency 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.) covered by this Section II.E, 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 or designee's office.

F. **PERFORMANCE APPRAISAL.** Each SRO's 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 SRO will be selected in a manner as agreed upon by the Governmental Unit's law enforcement agency, with input by members of the School District.

H. **VEHICLE.** As necessary to the duties of the position, and subject to availability, the SROs will be provided on-duty use of a Governmental Unit law enforcement agency vehicle. Such vehicle will be provided by the Governmental Unit, unless specifically agreed to in writing otherwise.

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. and following, 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 written notice. Upon termination, any funds provided by the School District for the services of a SRO 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 SRO 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 30 days of the effective date of termination of this Agreement. Notice 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 SROs employees or agents of the School District in any capacity. The SROs shall not represent that they are employees or agents of the School District in any capacity. The SROs shall remain solely employees of the Governmental Unit.

M. **NO THIRDPARTY 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, C.R.S. § 24-10-101, *et seq.*

### **III.**

#### **TERM OF AGREEMENT**

The term of this Agreement shall be July 1, 2025, through June 30, 2026. 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, C.R.S. § 24-10-101, *et seq.*, 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 Governmental Unit law enforcement agency, the School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Boulder County District Attorney's Office, and other governmental agencies have entered into a juvenile information exchange agreement and agree to abide by and share information that is in accordance with C.R.S. § 19-3-303, 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:  
Town of Erie  
\_\_\_\_\_  
1000 Telleen Ave  
\_\_\_\_\_  
Erie, CO 80516  
\_\_\_\_\_

**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. C.R.S. § 22-16-101, et seq.** 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 C.R.S. § 22-16-112(1)(c).

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:

- i. Ensure legal or regulatory compliance or to take precautions against liability;
- ii. Respond to or participate in the judicial process;
- iii. Protect the safety of users or others on Governmental Unit's website, online service, online application, or mobile application; or
- iv. 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 C.R.S. § 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. 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 \_\_\_\_\_, 2025.

GOVERNMENTAL UNIT

SCHOOL DISTRICT

\_\_\_\_\_  
Andrew J. Moore, Mayor  
Town of Erie

\_\_\_\_\_  
Dr. Jackie Kapushion,  
Superintendent  
St. Vrain Valley School District RE-1J

ATTEST:

ATTEST:

\_\_\_\_\_  
Debbie Stamp, 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 ERIE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the period from July 1, 2025 through June 30, 2026.

**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 2025-26 school year are:

Erie High School	2 SROs
Erie Middle School	1 SRO
Soaring Heights PK-8 School	1 SRO

SRO support upon request at all Erie Elementary schools

**C. Compensation by School Year**

1. 2025-26 School Year. For the 2025-26 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2025 salaries of the SROs for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2025 salary =	\$43,775.26
1 SRO at 50% of 9 months 2025 salary =	\$43,775.26

1 SRO at 75% of 9 months 2025 salary and benefits

Salary = \$52,511.36

Benefits = \$10,161.18

1 SRO at 100% of 12 months salary and benefits

Annual Salary = \$116,734.02

Benefits = \$11,920.80

Total Payment for 2025-26 school year = \$278,877.87

2. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the Governmental Unit law enforcement agency. Pursuant to Section II. E of the Agreement, 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 or designee. 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 \$ 85 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. Jackie Kapushion, Superintendent

St. Vrain Valley School District RE-1J

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I hereby certify that the Erie Town Council did budget sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above. I further represent that the Erie Police Department obtained sufficient funding to pay its respective costs for the School Resource Officer Program.

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_

Town of Erie