

MEMORANDUM OF UNDERSTANDING BETWEEN  
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J  
AND  
TOWN OF MEAD  
RELATED TO CROSSING GUARDS & CORNER CAPTAINS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (“Effective Date”), by and between St. Vrain Valley School District RE-1J, a Colorado school district (the “District”), and the Town of Mead, a Colorado municipal corporation (the “Town”). The District and the Town are referred to herein individually as a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Town possesses the statutory authority to regulate vehicular traffic on its streets and thoroughfares;

WHEREAS, the District operates multiple public schools within the Town and students often cross the Town’s streets to get to and from such schools;

WHEREAS, the Town operates the school crossing guard program and the school corner captain program (collectively, the “Programs”) to recruit, train, and staff crossing guards and corner captains at certain street crossings;

WHEREAS, the District assists in defraying the Town’s costs and expenses in operating the Programs; and

WHEREAS, the purpose of this MOU is to set forth the roles and responsibilities of each Party with regard to funding the Programs and ensuring crossing guards and corner captains help students safely cross Town streets.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following terms:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part of this MOU.
2. Definitions. For the purposes of this MOU, the following terms are defined as follows:
  - a) “Corner captain” shall mean a person stationed at an intersection that has existing traffic signal control, and the corner captain’s role is to train pedestrians how to properly use the traffic signal features and identify potential hazards when pedestrians are crossing the street. Corner captains are not authorized to direct or control traffic at any location.

- b) “Crossing guard” shall mean a person stationed at an intersection or other point of crossing on a street or thoroughfare whose role is to assist pedestrians in safely crossing by stopping or directing traffic to ensure safe crossing. Crossing guards are authorized to direct or control traffic at such locations where they are stationed.

3. The Town Agrees as Follows:

- a) The Town agrees to maintain and manage the Programs, including, but not limited to, the recruitment, hiring, training, outfitting, and supervising of crossing guards and corner captains.
- b) The Town agrees to, as staffing reasonably allows, post crossing guards and corner captains at the locations, in the numbers, and during the time-periods described on **Exhibit A**, attached hereto and incorporated herein.
- c) The Town agrees to post crossing guards and corner captains on the days prescribed in the District’s Student Contact Calendar, which the District will provide to the Town no later than 30 days prior to the beginning of the school year.
- d) The Town shall identify its total costs and expenses for operation of the Programs at the conclusion of each school year, as determined by reference to the Student Contact Calendar, and shall provide the itemized total to the District on or before June 15th.

4. The District Agrees as Follows:

- a) The District agrees to annually contribute a monetary sum to assist the Town in the administration and operations of the Programs. The District’s annual contribution shall be determined at the conclusion of each school year, as set forth in the Student Contact Calendar, after the Town has identified its total costs and expenses for that school year.
- b) The amount of the District’s annual contribution shall be based upon the itemized total provided by the Town pursuant to paragraph 3.d, above, and shall be calculated as follows:
  - i. one-half of the Town’s actual total costs and expenses for crossing guards provided pursuant to this MOU; and
  - ii. all of the Town’s actual total costs and expenses for corner captains provided pursuant to this MOU.
- c) Payment shall be made on or before July 1st, provided the itemized total is timely submitted to the District as provided in Paragraph 3.d, above.
- d) For the purposes of this MOU the term “actual total costs and expenses” is defined as costs and expenses incurred and expended by the Town for the operation of the Programs, including salaries, reasonable equipment expenditures (i.e., vests and

hand-held signs), and worker's compensation insurance. In no event shall the District be responsible, in whole or in part, for any extraordinary payments made as a result of any claims, judgments, settlement, or the like, including worker's compensation, disability or medical benefits, solely attributable to the Town's actions in operating the program. If the amount of contribution is proposed to be modified by either Party for any reason, the Parties will meet, confer, and attempt to reach a mutual agreement about the compensation amount. If the Parties are not able to reach a mutual agreement, they will avail themselves of the alternate dispute resolution process described in paragraph 24 below.

- e) The District agrees to provide advance notice to the Town of any change in school boundaries, school schedules, or other similar factors which may materially affect the "warrant studies," as described in paragraph 6, below, or the continuation or deletion of crossing guards/corner captains at various locations.
- 5. District Contribution Cap. Notwithstanding anything to the contrary contained herein, the District's contribution shall be capped at \$16,000.00 per school year; provided, however, that the Town shall notify the District if it is approaching the \$16,000.00 cap, and the District may, at its sole discretion, elect to exceed the cap in any specific school year.
- 6. Warrant Studies. The Town ordinances and the Model Traffic Code require all crossing guard locations meet certain prescribed warrants as noted in the Institute of Transportation Engineers publication "A Program for School Crossing Protection," and other applicable manuals. The need for such guards is demonstrated by warrant studies conducted by the Town at locations it deems necessary.
- 7. Term. This MOU shall be effective as of the date the last Party signs the MOU and shall remain in force and effect until June 30, 2023. This MOU will automatically renew each year thereafter and shall remain in full effect until either Party terminates it by the terms of this MOU; provided, however, that the Parties shall review and update Exhibit A on an annual basis.
- 8. Termination. Either Party may terminate this MOU for any reason or no reason upon thirty (30) days prior written notice to the other Party. Upon termination, the financial obligations of the Parties shall be prorated for costs incurred by the Town up to the date the MOU is terminated.
- 9. Primary Contacts. The primary contact person for each of the Parties follows:

St. Vrain Valley School District  
Name: Kristie Jonason  
Address: 395 S. Pratt Pkwy.  
Address: Longmont, CO 80501  
Phone Number: (303) 682-7205  
Email Address: jonason\_kristie@svvvsd.org

Town of Mead

Name: Brent Newbanks  
Address: 441 Third Street  
Address: Mead, CO 80542  
Phone Number: 970-805-4193  
Email Address: bnewbanks@townofmead.org

10. Notice. Any notices or other communications required or permitted by this MOU may be given to either Party, in writing, by personal service, or by email to the individuals identified in paragraph 9 above. Delivery shall be deemed accomplished upon personal service, or when the receiving Party responds to an email acknowledging receipt. Either Party may change its address and/or email address for the purpose of this paragraph by giving notice of such change by personal delivery or acknowledged email communication.
11. No Third-Party Beneficiaries. This MOU shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MOU shall give or allow any such claim or right of action by any other third-party on such MOU. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.
12. Independent Contractor Status. The District's and the Town's status shall at all times be that of independent contractors. Under no circumstances shall either Party be considered an employee, joint venturer, or subsidiary of the other Party. The Parties will provide and have complete control over all materials, equipment, and labor they deem necessary to perform the work contemplated in this MOU.
13. Insurance Requirements. Each Party shall procure and maintain at its own expense, and without cost to the other Party, such insurance as that Party deems necessary and prudent.
14. Assignment. Neither the District nor the Town may assign this MOU, any part hereof, or its duties hereunder, without the express written consent of the other Party.
15. Amendment. This MOU may only be amended by a writing signed by both Parties. Course of performance, no matter how long it may continue, shall not constitute an amendment to this MOU.
16. Entire MOU. This MOU constitutes the entire MOU between the Parties and there are no oral or collateral MOUs or understandings. Any prior MOUs, promises, negotiations or representations related to the subject matter of this MOU and not expressly set forth herein are of no force and effect.
17. Waiver. Waiver of a breach of this MOU shall not operate or be construed as a waiver of any subsequent breach of this MOU.

18. Limitation on Damages. This MOU is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, either Party or either Party's current or past directors, officers, employees, and volunteers under common law or pursuant to federal or state constitutional, statutory, or common law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
19. Construction of MOU. If this MOU, or any portion of it, is for any reason held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.
20. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU.
21. Non-Appropriation/TABOR. The Parties understand and acknowledge that the Parties 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 MOU. It is understood and agreed that this MOU does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this MOU to the contrary, any payment obligation of the Parties 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 either Party, as applicable, and other applicable law. Notwithstanding any other provision of this MOU concerning termination, upon either Party's failure to appropriate such funds, this MOU shall automatically terminate.
22. Counterparts. This MOU may be executed in several counterparts and/or by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
23. Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this MOU, 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 by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties 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.

24. Representation on Authority of Parties/Signatories. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

By: \_\_\_\_\_  
Name: Dr. Don Haddad  
Title: Superintendent of Schools  
Date: \_\_\_\_\_

TOWN OF MEAD

By: \_\_\_\_\_  
Name: Brent Newbanks  
Title: Chief of Police  
Date: \_\_\_\_\_

**EXHIBIT A**

(Crossing Guards & Corner Captains)

This document is an exhibit to a Memorandum of Understanding between the Town of Mead and the St. Vrain Valley School District RE-1J for a program to recruit, train, and assign crossing guards and corner captains to help K-12 students cross city streets as they walk to and from school. Consistent with the terms of the MOU, the Parties may add, subtract, or modify the below crossing guard and corner captain assignments; however, as of the Effective Date of the MOU, the following crossing guard and corner captain assignments are in effect.

Crossing Guard & Corner Captain Sites: The Town will provide crossing guards and corner captains at the following locations:

| School  | Street/Intersection  | # of CCs | # of CGs |
|---------|--|----------|----------|
| MMS/MES | 34 ½ / Westview Drive  | 1        |          |
| MMS/MES | 3 <sup>rd</sup> / Martin                                       | 1        |          |
| MMS/MES | 6 <sup>th</sup> / Welker                                       |          | 1        |
| MES     | 5 <sup>th</sup> / Welker (during elementary drop off / pickup) |          | 0.5      |
| MMS     | 7 <sup>th</sup> / Welker (during middle drop off / pickup)     |          | 0.5      |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |
|         |  |          |          |