

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2012/2013 school year.

II. **Responsibilities:**

**The Tobacco Free Environments Program**

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

**The Miami Area Unified School District #40**

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

<b>Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.</b>			<b>Strategy is integrated with (check all that apply):</b> <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
<b>Objective:</b> By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
<b>Agency Lead:</b> Gila County  <b>Partners:</b> School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	<b>Related policy change:</b> School based policies related to tobacco and chronic disease prevention	<b>Related environmental change:</b> Healthy school environments					
<b>What do you plan to do?</b>	<b>Who will do the work?</b>	<b>What does success look like?</b>	<b>What non financial resources are needed?</b>	<b>Q1</b> Sept. 30 <sup>th</sup>	<b>Q2</b> Dec. 31 <sup>st</sup>	<b>Q3</b> March 30 <sup>th</sup>	<b>Q4</b> June 30 <sup>th</sup>
<b>Action 1:</b> Recruit members for Wellness Committees	Program Manager,  Community Health Assistants	Established School Health Index (SHI) Committees in two schools	Volunteers/Committee Participants		X		
<b>Action 2:</b> Implementation of the School Health Index	Program Manager,  Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting				X

Sherry Dorothy 9-10-12

Miami Unified School District #40  
Transition Superintendent,  
Sherry Dorothy

Michael Driscoll

Gila County Division of Health and  
Emergency Services Director, Michael O'Driscoll

Signed this 10<sup>th</sup> day of October, 2012

\_\_\_\_\_  
Gila County Board of Supervisors  
Tommie C. Martin, Chairman

Attest:

\_\_\_\_\_  
Gila County Clerk of Board of Supervisors  
Marion Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Gila County Attorney's Office  
Bryan B. Chambers, Chief Deputy County Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Gila County Attorney Daisy Flores has represented Gila County Division of Health and Emergency Services and Miami Area Unified School District #40.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County Division of Health and Emergency Services and Miami Area Unified School District #40 are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

*Disclosure of Dual Representation*  
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Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tommie C. Martin  
Chairman of Gila County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bryan B. Chambers  
Gila County Chief Deputy County Attorney

\_\_\_\_\_  
Date

*Sherry Dorothy 9-10-12*  
\_\_\_\_\_  
Sherry Dorothy  
Transition Superintendent of Miami School District