INTERGOVERNMENTAL AGREEMENT
BETWEEN
YOUNG ELEMENTARY DISTRICT
AND
GILA COUNTY SHERIFF'S OFFICE
FOR
SCHOOL RESOURCE OFFICER

This Intergovernmental Agreement ("Agreement") is between Gila County Sheriff's Office, a political subdivision of the State of Arizona ("County") and the Young Elementary School District, a political subdivision of the State of Arizona ("District").

RECITALS

WHEREAS, the District desires the County to assign a police officer to the District to provide certain services as a School Resource Officer, or to assist in the development and implementation of a school safety program and a law related education program (referred to collectively as the "School Safety Program"), or both, and the County is willing to assign an officer to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the COUNTY is duly authorized to enter into this Agreement under A.R.S. § 11-952; NOW, THEREFORE;

DISTRICT and COUNTY agree as follows:

Agreement

1) **Assignment:** The County shall assign a total of one (1) police officer to the District seven (7) days prior to the commencement of the school year until the end of that school year to perform services as follows:

   One (1) Police Officer assigned as School Resource Officer and School Safety Program

2) Relationship of Parties:

a) The County shall have the status of an independent contractor for the purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a County employee and that no rights under the County's civil service, retirement, or personnel rules accrue to such person.

b) The police officer assigned to the District shall be considered employees of the County and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for Gila County Sheriff's Officer's, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned police officer shall fulfill their duties as law enforcement officers for the State of Arizona. The District shall not interfere with the assigned police officer's duties as a sworn law enforcement officer.

c) The County understands that the District is responsible for the safety of students on campus during the school day. If the district receives information indicating that any officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the County. If the County receives information from any creditable source indicating that any officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officers' ability to safely and/or professionally perform duties for the District, the County will immediately provide such information, as allowed by law, to the District.

d) If the alleged unprofessional, illegal, or immoral conduct might affect the officer's ability to safely and/or professionally perform duties for the District, the County will immediately remove the officer from the District and reassign the officer in accordance with County policies and procedures to allow the County and/or District to investigate the allegations. The County agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

e) The County shall be responsible for the police officer's compensation on the days school is not in session and the officer is not at the assigned school. Unless the officer's absence is due to attendance at an off campus activity at the schools request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the County and the District.

3) **Costs and Payment:**

a) The District agrees to pay the County the officer's salary and employee related expenses for the services provided by the County under this Agreement.

b) School Resource Officer (SRO) must seek approval from the Principal or Designee and the appropriate Gila County Sheriff's Office supervisor before working on SRO-related overtime (i.e. those matters pertaining to the school, its students, or its employees). The District shall pay 100% of any SRO overtime worked as a result of SRO-related functions. The County shall pay 100% of any SRO overtime that result from County-related functions. (i.e. those matters that do not involve the school, its students, or its employees). The SRO and County shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

c) Payments to the County from the District are due within thirty (30) days of the District's receipt of a monthly itemized invoice.

d) Each party will establish and maintain a budget according to its established rules and regulations.

4) **School Resource Officer's Responsibilities:**

a) A School Resource Officer shall have the following responsibilities:

I. Establish and maintain a professional working relationship with school officials.
II. Provide appropriate police and enforcement services at school.
III. Work cooperatively with school administrators and parents/guardians to identify students who exhibit high truancy rates.
IV. Investigate all reported child abuse incidents within the school. Attempt to identify abused or neglected students and use counseling, enforcement action, referral to Department of Economic Security Child Protective Services or any other legal means to attempt to change the conditions responsible for the abuse or neglect.
V. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon discovery of child abuse, drug use, or any other crime.
VI. Instruct a minimum of ninety (90) hours of classroom law related education per school year (forty-five (45) hours per semester).
VII. Prepare and maintain such records of their activities as are required by the District and the Gila County Sheriff's Office.

5) **School Safety Program; Duties and Responsibilities:**

a) The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

b) Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

c) An Officer assigned to the School Safety Program for a 10 month school year shall have the following duties:

I. Establish liaison with school administrators, staff, students, and parents.
II. Inform students of their rights and responsibilities as lawful citizens through presentations or law-related education in the classroom. The officer shall complete ninety (90) hours of classroom law related education instruction per semester.
III. Network with community agencies that may, or do, provide services to the school.
IV. Act as a resource in the investigation of school related criminal activities.
V. Participate in Parent-teacher association as requested.
VI. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
VII. Provide a visible deterrence to crime while resenting a positive impression of a law enforcement officer.
VIII. Provide information when requested to students, parents, and staff in law-related situations.
IX. Attend annual training provided by the Department of Educations, with all travel related expenses to be paid by the District as provided in the grant.
X. Maintain an activity log that tracks law related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
XI. Collaborate on the development of the safe school plan.

6) Time and Place of Performance:

a) The County will ensure that the police officer assigned to the District as the School Resource Officer will be available for duty at their assigned school 40 hours each week that school is in session during the term of this Agreement. Work schedules shall be a 4/10 or 5/8 based upon the needs of the specific site. The assigned officers will wear uniforms as authorized by the applicable Gila County Sheriff's Office Policies and Procedures.

b) The District will provide the police officers with an office at the officer's assigned school and such equipment and office supplies as is necessary for performance of the officer's duties, including a desk, chair, telephone, computer and email, and filing space capable of being secured.

7) Term and Termination: This Agreement shall commence upon acceptance by the Gila County Board of Supervisors and shall continue until May 24, 2014, unless otherwise terminated without cause by either party upon 30 days prior written notice.

8) **Status Meetings:** By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

9) **Disposal of Property:** Upon termination of this Agreement, all property involved shall revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this Agreement, or not affect ownership of property pursuant to this Agreement.

10) **Fingerprinting and Background Check:** The County represents and warrants that it will ensure that the officer assigned to perform services on district property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the County before such assignment.

11) **Termination:** Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when the District or the County receives written notice of the cancellation unless the notice specifies a later time.

12) **Nonappropriation:** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by either party. Should either party fail to be appropriated or to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds come to the party's attention.

13) **Compliance with Applicable Laws:** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

14) **Indemnification:** Each party (as "Indemnitor") agrees to Indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

15) **Non-Discrimination:** Neither party shall discriminate against any employee of the other party or against the employees of the County's contractor(s) employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out each party's duties pursuant to this Agreement. Each party shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement and reference as if set forth in full herein.

16) **Workers Compensation:** During work on this Intergovernmental Agreement, employees of both the District and the County staff shall maintain their status respectively as District or County employees, but shall perform under the direction and authority of the either the County or District as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17) **Notice of Dual Representation:** The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

18) **Notices:** Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

a) Notices to the District will be addressed and mailed as follows:

Linda Cheney, Superintendent
PO Box 390
Young, AZ 85554

b) Notices to COUNTY will be addressed and mailed as follows:

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office
P.O. Box 311
Globe, AZ 85502

19) **Extensions and Amendments:** This document contains the entire agreement of the parties. Any change, modification, or extension of this Agreement must be in the form of a written amendment to this Agreement and signed by both parties. This Agreement may be extended as required by law for additional one-year periods by written amendment signed by both parties.

NOW THEREFORE, DISTRICT and the COUNTY agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

FOR AND ON BEHALF OF GILA COUNTY SHERIFF'S OFFICE

J. Adam Shepherd, Sheriff

4-22-14

Date

YOUNG ELEMENTARY DISTRICT

Linda Cheney, Superintendent

16 April 2014

Date

FOR AND ON BEHALF OF GILA COUNTY

Michael A. Pastor, Chairman
Board of Supervisors

Date

Michael McKinney, Board President

4-15-2014

Date

APPROVED AS TO FORM

Bryan Chambers
Deputy Attorney Principal
Gila County Attorney's Office

Date

Legal Counsel for Young Elementary District - Bryan Chambers

April 10, 2014

Date