

INTERGOVERNMENTAL AGREEMENT

BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT NO. 70

**(Yuma High School, Kofa High School, Cibola High School
and Gila Ridge High School)**

AND

**CITY OF YUMA
THROUGH THE
YUMA POLICE DEPARTMENT**

JULY 1, 2017- JUNE 30, 2020

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered _____, 2017 ("Effective Date"), by and between the Yuma Union High School District No. 70 ("District") (Yuma High School, Kofa High School, Cibola High School and Gila Ridge High School) and the City of Yuma ("City"), through the Yuma Police Department ("YPD"), each of which is a public agency of the State of Arizona as that term is defined Arizona Revised Statutes (A.R.S.) § 11-951. The District and the City may be referred to individually as the "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et. seq. and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the District and the City desire to work in cooperation with one another to provide a safe learning environment for the District's students; and,

WHEREAS, through this Agreement, the District desires YPD to assign four police officers for 10-month positions to the District to perform the services listed in Section 4.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall begin on July 1, 2017, and shall terminate on June 30, 2020, provided the District approves funding annually through in fiscal year 2019-2020.

2. RECOMMENDED QUALIFICATIONS OF OFFICER(S)

The recommended qualifications for the officer(s) selected for this position are as follows:

- Desire to work with students, parents and educators.
- Willingness to teach law-related education.
- Supportive of and committed to prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse set of individuals.

- Willingness to attend law-related education (LRE) programs to meet the needs of the students.
- Police officer with the City of Yuma Police Department.
- AZPOST certified general instructor.

3. SELECTION PROCESS

- A. To the extent possible, YPD will assign an officer to the same school for a minimum two-years. The selection process should identify officers who are best suited to the work as school resource officers (“SRO”). YPD shall select the SRO, and may, but is not required to, involve the District in selecting the SRO.
- B. Involving the school administration in the selection process after the final candidates have been selected by the YPD is important because:
 - The school administrator can identify the needs of the school.
 - The school administrator can identify the type of personality that will work best in a specific school environment.
 - The school administrator can provide insights into what is required to be effective in the school community.
- C. Nothing in this Section shall or is intended to limit YPD’s sole discretion to select and assigns the SROs.

4. SERVICES TO BE PERFORMED

- A. The District or the school shall provide office space that provides privacy for the SROs to conduct confidential business. The offices shall include the necessary equipment for an SRO to effectively perform his or her duties, including but not limited to, telephone, desk, chair, filing cabinet, up-to-date computer and printer, as provided in the grant.
- B. The role of an SRO at Yuma Union High School District No. 70 is as follows:
 - The SRO is, a sworn law-enforcement officer. When necessary the SRO have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the SRO’s duties as a law enforcement officer. Once order is restored, however, the SRO’s role as law-enforcement educator and role model is the more typical day-to-day role.
 - The SRO should be involved in school policy violations only if a student’s conduct violates the law.
 - The SRO will serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
 - The SRO will build a relationship with students, parents and staff that promotes a positive image of law enforcement.
 - The SRO may provide classroom instruction in Law Related Education (LRE).

- The SRO should collaborate with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
- The SRO will keep a weekly activity log that tracks number of reports taken, on-campus classroom instruction hours, and community projects. Situations that take an SRO off his or her assigned campus must also be logged.
- The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.
- The SRO's duty is to investigate and enforce the laws of City of Yuma and the State of Arizona. The SRO will not investigate or enforce violations of school rules or policies, unless a crime is involved
- The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate success, and how to be a friend.
- The SRO will encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
- The SRO will show respect by treating students with respect and expressing high expectations for them.
- The SRO will not arrange for utilization of additional officers at a planned school event, such as graduation ceremonies or football games, without the mutual agreement of the District and YPD. As part of the agreement to assign additional officers, the District and YPD may agree that some or all of the SRO's budgeted overtime hours may be used towards compensation of the additional officers.

5. SCHOOL SUMMER BREAK AND INTERSESSIONS

The SROs will be assigned to the District for a 10-month period, as specified below. Unless otherwise agreed upon in writing and signed by the District and the City, the SROs will return to the YPD for assignment during the summer break and intersessions set forth on the District's calendar for the relevant school year. SROs on campuses with summer school in session will spend hours during the day when students are not present planning Law Related Education lessons with the summer school teachers or with other SROs for the upcoming academic year. SROs may also use those hours to conduct building safety checks or analyze school discipline records in order to make recommendations to their School Safety Teams.

6. OFFICER AND ADMINISTRATOR TRAINING

Officers serving as a SRO for the first time must attend and successfully complete the basic School Resource Officer academy. All other SROs are encouraged to continue the development of their skills by annually attending advanced academies such as AZSROA or NASRO, provided the training is within 300 miles of Yuma, AZ. SRO attendance at training will be mutually agreed upon by a District-level administrator and a Sergeant or higher within the School Services Bureau prior to registration.

7. PERFORMANCE EVALUATION

- A. The school administrator or his or her designee will provide the SRO and SRO's supervisor with feedback regarding the SRO's performance throughout the school year. The SRO's performance will be evaluated by the assigned SRO supervisor in accordance with City policy and procedures, and in conjunction with the school administrator or his or her designee.
- B. Any problem at the school between the SRO and his or her assigned school should first be addressed between the SRO and school administration. The school administration shall immediately notify the SRO's Sergeant of all problems between the school and the SRO and how the matters were resolved. If a resolution is not reached, the District and YPD shall attempt to resolve the problem in good faith. The SRO's Sergeant will maintain frequent contact with the principal and his or her administration to monitor and ensure the SRO complies with City policy and procedures.

8. FINANCE AND BUDGET

Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and paid as follows:

A. District Payment to YPD

The District shall pay the City up to the amount budgeted by the City for each SRO as set forth the schedule attached as Attachment A and incorporated by reference. The City shall annually submit Attachment A to the District on or before June 30th each year this Agreement in effect.

The amounts set forth in Attachment A shall reflect the amounts due to cover each SRO's salary, employee related expenses (including but not limited to benefits, retirement, and SRO related training), and up to fifty (50) hours of overtime pay per school year.

The City shall only invoice the District for hours a SRO spends at his or her assigned school, on sick leave, or for hours training as pertinent to SRO's duties as an SRO. The City may not charge the District for the SRO's use of vacation days or personal leave time.

B. Payment Terms

The City shall send the District itemized invoices for each SRO within fifteen (15) days after the end of each quarter (the end of each quarter being March 31, June 30, September 30, and December 31) of each year this Agreement is in effect. The District shall remit payment, which shall not exceed the aggregate amount specified in Attachment A. The District shall pay the City within thirty (30) days of receipt of the invoice from the City.

If a SRO's salary increases during the term of this Agreement, the City shall pay all additional costs resulting from such increase.

9. FUND ACCOUNTING

Funds distributed to the City shall be handled and accounted for in accordance with the regular operating procedures established by the City. Any interest earned on these monies while in the possession of the City of Yuma shall accrue to the City of Yuma and may be used by the City of Yuma for the SRO program.

10. REPORTING AND RECORDS

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement. The SROs shall establish and maintain procedures and controls that are acceptable to the City of Yuma for the purpose of assuring that no information contained in the SROs' records or obtained from the YPD or from others carrying out its functions shall be disclosed by the SROs, or anyone under their supervision, except as is necessary in the performance of the SROs' duties or as required by Arizona law.

Yuma Police Department will keep:

- Weekly Activity Logs for each SRO.
- Performance Assessment for each SRO.

11. MODIFICATION AND TERMINATION

- A. Termination: This Agreement may be terminated by either Party if in its judgment such action is necessary due to (a) funding availability or (b) either Party's non-compliance with this Agreement.

Any termination must be in writing, stating the reason therefore, sent by certified mail and is effective upon thirty (30) days' notice to the other party. Upon termination of this Agreement, the Parties shall return any property to its original owner.

- B. Modification: Any modification to this Agreement shall not take effect unless in writing and signed by both Parties.

12. EMPLOYMENT STATUS OF SROs

Except as otherwise provided by law, in the performance of this Agreement, both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

The YPD will have the sole authority over: (1) the assignment of the police officer(s); (2) the determination of the SROs' hours; (3) discipline of the SROs; and (4) the implementation of policies and procedures in the handling of law enforcement matters.

13. INDEMNIFICATION

To the extent allowable by law, each Party (the "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party, and the other Party's departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnatee") for, from and against any and all claims, liabilities, demands, fines, judgments, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnatee may become subject, under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement, except to the extent such Claims arise out of or are based upon the acts, mistakes, errors, or omissions of Indemnatee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor's departments, officers, employees, contractors, and independent contractors.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

15. INVALIDITY OF PART OF THE AGREEMENT

The parties agree that should any part of this Agreement be held to be invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

16. GOVERNING LAW; VENUE

This Agreement shall be construed under the laws of the State of Arizona. The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona. The Parties hereby waive all provision of law provision for a change of venue in such proceeding in any other county.

17. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The YPD and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The YPD and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the

employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

18. DISPUTE RESOLUTION NOTICE

If there is a dispute, the Parties shall make a good faith effort to resolve the dispute.

19. CONFLICT OF INTEREST

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

20. STUDENT CONFIDENTIALITY

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the FERPA and any subsequent amendments thereto.

21. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

22. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

The Parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

23. WORKERS' COMPENSATION

An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely 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, which may accrue.

Pursuant to A.R.S. § 23-1011, each Party shall post a notice in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of 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."

24. NOTICE AND REQUESTS

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if:

- (i) Personally delivered to the undersigned representatives listed below at the addresses set forth below;
- (ii) Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- (iii) Prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a party's counsel or other authorized recipient, the notice is deemed to have been received on the date on which the undersigned representative received the notice, not the date its counsel or other authorized recipient received the notice.

CITY OF YUMA
Attn: City Administrator
One City Plaza
Yuma, Arizona 85364

YUMA UNION HIGH SCHOOL DISTRICT
NO. 70
Attn: Superintendent
3150 S. Avenue A
Yuma, AZ 85364

And a copy to:

Yuma Police Department
Attn: Administration
1500 S 1st Ave
Yuma, AZ 85364

[signatures on the following page]

IN WITNESS WHEREOF, the parties thereto have executed this AGREEMENT on the date written below.

District: Yuma Union High School District No. 70 City of Yuma

Dated: 11.9.2017

Dated: _____

By: Yvina Thompson

By: _____

Title: Interim Superintendent

Title: Administrator, City of Yuma

Site Administrator

Agency: Yuma Police Department

Dated: 11.13.17

Dated: _____

By: Jim Anderson

By: _____

Title: Associate Superintendent

Title: Chief of Police

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

APPROVED AS TO FORM:

This 6 day of November, 2017

Eve A. Pamiul
Attorney for District

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk