

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) for a School Safety Program is entered into this 31th day of July, 2025, by and between the Crane Elementary School District No. 13 (“District”), on behalf of Centennial Middle School, and the City of Yuma (“City”), each of which is a public agency of the State of Arizona as that term is defined in Arizona Revised Statutes (“A.R.S.”) § 11-951. Each may be referred to independently as “party,” or collectively as the “parties.”

WHEREAS, the School Safety Program was established by A.R.S. § 15-154 in 1994 for the purpose of placing School Resource Officers (“SRO”) and Juvenile Probation Officers (“JPO”) on school grounds to contribute to safe school environments conducive to teaching and learning; and,

WHEREAS, the District has obtained funding through a School Safety Program mini grant; and,

WHEREAS, through comprehensive prevention and intervention approaches, School Safety Program funded SROs maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with law-related education, instruction, and training; and,

WHEREAS, SROs develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between SROs, school administration, teachers, police and juvenile probation departments; and,

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et seq., Article III, Section 13, of the Yuma City Charter, and A.R.S. § 15-342.13 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 further the goals of the approved School Safety Program and shall accept the roles and responsibilities as established in the School Safety Program guidelines; and,

WHEREAS, through this Agreement, the Yuma Police Department (“YPD”) will assign one SRO for successive 10-month periods 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 be effective on the 31st day of July, 2025, if adopted by the governing boards of both parties, and shall terminate on the 30th day of June 2026, unless the Agreement is extended through mutual written agreement of the parties or otherwise terminated as set forth in this Agreement.

2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)

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

- a. Desire to work with students, parents, and educators.
- b. Willingness to teach law-related education.
- c. Supportive of and committed to prevention strategies.
- d. Satisfactory employment history with supporting documentation.
- e. Demonstrated effectiveness in working with youth.
- f. Oral and written communication skills.
- g. Ability to effectively interact and communicate with diverse set of individuals.
- h. Supportive of and committed to the philosophy of the School Safety Program.
- i. Willingness to attend law-related education basic and advanced training to implement and maintain Law-Related Education ("LRE") programs to meet the needs of the students.
- j. Member of a law enforcement agency.
- k. AZPOST certified general instructor.

The City will undertake in good faith to select the SRO(s) based on the qualifications above but may waive one or more qualifications in the best interest of the District and the City.

3. SELECTION PROCESS

The selection of the right officer is one of the most important aspects of making the School Safety Program successful. Therefore, the selection process should identify officers who are best suited to the work as SROs.

Involving the District administration in the selection process after the final candidates have been selected by YPD has the following benefits:

- a. The District administrator can identify the needs of the school.
- b. The District administrator can identify the type of personality that will work best in a specific school environment.
- c. The District administrator can provide insights into what is required to be effective in the school community.
- d. The District administrator can provide a critical understanding of the School Safety Program.

Notwithstanding anything to the contrary in this Agreement, YPD shall select the SRO, and may, but is not required to, involve the District in selecting the SRO. In all cases, YPD shall consider the best interests of the District in the selection of an SRO.

4. SERVICES TO BE PERFORMED

The District shall provide office space that provides privacy for the SRO(s) to conduct confidential business. The office shall include the necessary equipment for an SRO to effectively perform their duties, i.e., telephone, desk, chair, locked filing cabinet, up-to-date computer and printer.

SRO(s) support of the School Safety Program is vital to the success of the program. The SRO(s) is expected to spend eighty percent (80%) of their time on a District middle school site. SRO(s) must be present and accessible on Centennial Middle School campus for 40 hours per week.

Absent an emergency, the SRO(s) shall not be called away from Centennial Middle School or Centennial Middle School related events. If an SRO is called away for police business, excluding mandatory training, meetings, or crisis, the District shall not be invoiced for any time the SRO is away.

The SRO has three roles: (1) serve as a law enforcement officer and public safety specialist, (2) serve as a law-related educator, and (3) act as a positive role model. The duties of each role are set forth below.

A. LAW ENFORCEMENT OFFICER AND PUBLIC SAFETY SPECIALIST

1. The SRO's primary responsibility is to serve as a sworn law-enforcement officer. The SRO has the authority to intervene as a law-enforcement officer while at Centennial Middle School or related events. Once order is restored, the SRO's other roles as law-related educator and role model are the day to day roles.
2. Administrators are responsible for addressing school policy violations. The SRO shall only be involved when a student's conduct violates a law. The SRO(s) retain the authority to make arrests for clear violations of law, but will act as the secondary officer in the arrest process if possible.
3. As partners in school safety, the SRO(s) and District administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. The SRO serves as a member of the School Safety Assessment and Prevention Team.
5. The SRO utilizes expertise and agency resources for intervention and prevention of potential crime.
6. The SRO collaborates and communicates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessment, and prevention planning).
7. The SRO builds relationships with students, parents, and staff that promote a positive image of law enforcement.

B. LAW-RELATED EDUCATOR

1. The SRO speaks to classes and assemblies regarding the law, law enforcement, and public safety upon invitation from District administrator or teaching staff.
2. The SRO takes a proactive approach and finds opportunities to educate students about laws and procedures related to law enforcement and the role of law enforcement in the community.
3. The SRO stays current on law enforcement-related topics and changes in the law to more effectively interact with and educate students.

C. POSITIVE ROLE MODEL

1. Set limits for acceptable and unacceptable conduct.
2. Educates students about the consequences of unacceptable behavior and the rewards of acceptable behavior.
3. Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
4. Be honest and provide accurate information.
5. Be consistent in applying rules and regulations with students, staff, and parents.
6. Encourage responsibility by helping students consider options and consequences of decisions, set personal goals, and develop plans to make desired changes.
7. Treat students with respect and express high expectations for them.
8. Always strive to be a positive role model knowing students learn from every observation of or interaction with the SRO.

5. SUMMER BREAK AND INTERSESSION

During the summer break described in the District's school calendar and during intersession the SRO(s) will return to the YPD for assignment. The SRO(s) will be on campus during summer school and summer school planning.

6. OFFICER ASSIGNMENT PERIODS:

The SRO(s) will be assigned to the District for a 10-month period. The SRO will be assigned to Centennial Middle School. The District administration will collaborate with all stakeholders to develop a schedule that is mutually acceptable to the school and the SRO.

7. OFFICER TRAINING

SROs new to the School Safety Program are required to attend new SRO training. All SROs are required to continue the development of their skills by annually attending advanced LRE workshops through the Arizona Foundation for Legal Services and Education. If such training is not available to the SROs, the District and the City will work to secure alternative SRO training and funding to attend the training.

8. PERFORMANCE EVALUATION

A performance evaluation shall be conducted each semester by a District administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and their supervisor in effectively carrying out the SRO's duties. It is not meant to supplant the official evaluation

process used by YPD or the City. It is at the discretion of YPD and the City to include the school's evaluation in the SRO's official folder. Only SROs that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

The SRO's supervisor will consider the following factors when evaluating the SRO's effectiveness:

- a. Does the SRO have a clear sense of his/her role?
- b. Does the SRO understand the operational policies and procedures of the school necessary to perform effectively in the position?
- c. Has the SRO attended or scheduled to take a law-related education class in the current year?
- d. How does the SRO relate to staff, students, and parents?
- e. Does the SRO work well independently?
- f. Has the SRO attempted to meet the requirements of this Agreement?
- g. Does the SRO perform his/her duties effectively?
- h. How effective is the SRO with classroom presentations?

The District should conduct frequent informal evaluations that provide the SRO and their supervisor with feedback regarding the SRO's performance.

Any disagreement by or between the SRO and the school administration, should first be addressed between the SRO and District administration. If a resolution is not reached, the District and the Yuma Police Department shall attempt to resolve the problem in good faith as set forth in Section 19 of this Agreement.

9. FINANCE AND BUDGET

Upon the District receiving the approved funding for fiscal year 2025-2026, the District shall budget and pay the SRO(s) as follows:

A. District Payment to Y.P.D.

Salary (10 month)	\$ 70,808.00
ERE/Benefits	\$ 26,551.00
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Total	\$ 97,359.00

The District will pay up to the budgeted amount for the position as per the budget schedule set forth this Section.

B. Payment Terms

The District shall remit quarterly payments consisting of four payments of \$24,339.75 (for salary, and employee related expenses) to City of Yuma for a total of **\$97,359.00**.

Annual funding for this position will not increase during the term of this Agreement. Salary increases received by the SRO(s) during the term of this Agreement will be borne by the City.

10. 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 shall accrue to the City and may be used by the City for the Safe Schools Program. The District shall pay within thirty (30) days of receipt of the invoice from the City.

11. REPORTING AND RECORDS

All books, accounts, reports, files, and other records relating to this Agreement shall be kept for five (5) years after termination or expiration of this Agreement. The City shall maintain records and confidentiality relating to students in compliance with State and Federal law. The District acknowledges the City is subject to the public record laws of the State of Arizona.

12. 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; (b) statutory changes in the program; (c) either party's failure to implement or operate the approved Safe Schools Program; or (d) either party's non-compliance with this Agreement. Any termination shall be in writing, stating the reason, and sent by certified mail. A termination is effective upon thirty (30) days' notice, as set forth in Section 22 of this Agreement, 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 be by mutual written consent signed by both parties.

13. EMPLOYMENT STATUS OF SRO(S)

Except as otherwise provided by law, in the performance of this Agreement and the School Safety Program, the parties are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of the 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.

YPD has sole authority over (1) assignment of the SRO(s), (2) determination of the SRO's hours, (3) discipline of the SRO(s), and (4) the implementation of policies and procedures in the handling of law enforcement matters.

Notwithstanding the above, in acknowledgement of the SRO's need to interact with students and to meaningfully participate in the educational and supervisory roles of an SRO, the District shall

designate each SRO as a “school official with a legitimate need” pursuant to the terms of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). This designation shall allow the SRO to inspect any student records required by the SRO to carry out his/her duties. The SRO shall not secondarily disclose such student records to the Yuma Police Department, unless such disclosure: has the consent of the student’s parent/guardian; is necessary for a health and safety emergency; or is being disclosed by the law enforcement unit for a law enforcement purpose.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties. There are no other representations or provisions.

15. 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 reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor’s departments, officers, employees, contractors, and independent contractors

16. SEVERABILITY

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

17. GOVERNING LAW

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The parties waive all provisions of law for a change of venue in such proceeding to any other county.

18. COMPLIANCE WITH NON-DISCRIMINATION LAWS

YPD and the 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 2023-01, amending Executive Orders 2003-22 and 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. YPD and the 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.

19. DISPUTE RESOLUTION

If there is a dispute, the parties shall make a good faith effort to resolve the dispute without legal process. To the extent required by A.R.S. § 12-1518, the parties may submit any dispute to mediation or arbitration.

20. 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 and made a part of this Agreement by reference.

21. 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.

22. COMPLIANCE WITH IMMIGRATION LAWS

The parties 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 immigration laws and regulations. Either party may request verification of compliance from the other party, contractors, or subcontractors performing work under the Agreement. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Agreement. The parties agree to contractually obligate all contractors and subcontractors performing work under this Agreement to meet the requirements of this Section.

23. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

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

24. WORKER'S COMPENSATION

For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party, is deemed to be an employee of both the party who is his/her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he/she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice

required.

“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 purpose of worker’s compensation.”

25. 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:

- A. Personally delivered to the representatives at the addresses set forth below; or
- (i) B. Within ten (10) days of being deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- (ii) C. Prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, for delivery.

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 below representative received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma
Attn: Chief of Police
One City Plaza
Yuma, AZ 85364

Crane Elementary School District No. 13
Attn: Superintendent
4250 W. 16th St
Yuma, AZ 85364

26. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing expressed herein shall affect the legal liability of either party to this Agreement by imposing any standard of care different from the standard of care imposed by law.

27. NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason the District’s governing body does not appropriate sufficient monies for the purpose of maintaining this Agreement. A failure to appropriate sufficient monies will not, however, relieve the District of its statutory responsibilities under Arizona law.

28. NO JOINT VENTURE

This Agreement does not create any partnership, joint venture, or employment relationship between District and City employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party’s obligation to withhold social security and income taxes for itself or any of its employees.

29. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the party signing such counterpart, but which together shall constitute one and the same instrument.

30. AUTOMATIC INCORPORATION

All applicable federal, state and local laws, court orders and decisions, Executive Orders, and administrative regulations not specifically referenced are deemed automatically incorporated.

31. NON-WAIVER

The failure of either party to insist upon strict performance of any terms of this Agreement or to exercise the rights or remedies allowed by this Agreement, or any delay in the exercise of any rights or remedies, shall not release any party from any of the responsibilities or obligations imposed by law or this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance.

32. NO BOYCOTT OF ISRAEL, FORCE LABOR OF ETHNIC UYGHURS

To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Agreement, a “boycott” of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393. To the extent applicable under Ariz. Rev. Stat. § 35- 394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

33. FORCE MAJEURE

Neither party will be liable for failure to perform its obligations under this Agreement for any reason beyond its control, including global or national pandemics, acts of God, natural disasters, strikes, or rule or regulation of any federal, state, or local government, or any agency thereof. The Parties shall take all reasonable measures necessary to resume service as quickly as possible.

34. AUTHORITY OF THE PARTIES

The persons executing this Contract on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the entity to the terms of this Agreement.

[signatures on the following page]

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

**District: Crane Elementary School
District No. 13**

City of Yuma

Dated: _____

Dated: _____

By: _____

Laurie Doering

Title: Superintendent

By: _____

Jay Simonton

Title: City Administrator

Agency: Yuma Police Department

Dated: _____

By: _____

Thomas Garrity

Title: Chief of Police

ATTEST:

Lynda L. Bushong, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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.

Attorney for District

Attorney for City of Yuma

Udall Shumway, P.L.C

Richard W. Files