

INTERGOVERNMENTAL SERVICE AGREEMENT SCHOOL RESOURCE OFFICER

**Humboldt Unified School District
Town of Prescott Valley**

THIS AGREEMENT, entered into this date, _____, 2016 by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter "Town"), and the HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, a unified school district and political subdivision of the State of Arizona (hereinafter "District");

WITNESSETH:

WHEREAS, ARS §15-341 (A)(5) authorizes school district governing boards to prescribe the curricula for promotion and graduation of pupils; and

WHEREAS, ARS §15-341(A)(16) authorizes school district governing boards to provide for adequate supervision over pupils in instructional and non-instructional activities by certificated or non-certificated personnel; and

WHEREAS, ARS §9-240(B)(12) authorizes town councils to prescribe the powers and duties of police officers, and

WHEREAS, ARS § 11-952 authorizes two or more public agencies (including towns and school districts) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in § 11-952; and

WHEREAS, the District and the Town jointly participate in arranging for a School Resource Officer for Bradshaw Mountain High School who will provide law-related education as a guest instructor, in-service instruction to faculty and staff, attendance at school functions, and response to service calls during school hours; and

WHEREAS, the District Governing Board and the Town Council find that this Intergovernmental Service Agreement complies with each of the requirements of ARS § 11-952 and is otherwise consistent with the health, safety and welfare needs of the community;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto enter into this Intergovernmental Service Agreement as follows:

Section 1. TERM. The term of this agreement shall begin on July 1, 2016, and shall extend through June 30, 2017, unless sooner terminated as set forth in Section 5 herein.

Section 2. PURPOSE. The purpose of this Intergovernmental Service Agreement is to continue the implementation of a School Resource Officer position in Bradshaw Mountain High School by arranging for one Town police officer to serve as School Resource Officer to, among other things, provide law-related education to students at Bradshaw Mountain High School as guest instructor, provide in-service instruction to the faculty and staff, attend school-related functions, and address calls for police service from the schools during school hours that would normally require a response from regular patrol officers or respond to other needs as outlined by a Police supervisor.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The District shall –

- (a) provide necessary space for the assigned School Resource Officer, including a secured office space at Bradshaw Mountain High School;
- (b) coordinate scheduling with the assigned officer and his Town supervisor;
- (c) instruct teachers, administrators and staff on how to assist the School Resource officer as needed;
- (d) provide regular evaluations of the effectiveness and on-going needs of the officer;
- (e) provide the School Resource Officer with access to necessary audio-visual, computer and related equipment; and
- (f) provide the School Resource Officer with training that can enhance his ability to serve the students and staff.

The Town shall—

- (a) ensure through its Police Department that a qualified officer of its choice is made available as a School Resource Officer. In so doing, the Police Department shall make every effort to find qualified substitutes or make arrangements to reschedule classes if the officer is unavailable for any reason;
- (b) ensure that the assigned police officer is appropriately attired and present a professional image;
- (c) ensure that the assigned police officer is properly trained and oriented to fulfill the requirements of these positions;
- (d) allow the assigned police officers the time to
 - (1) properly prepare for classroom presentations;
 - (2) informally interact with pupils, outside of class; and
 - (3) participate in District staff orientation, faculty meetings, and in-service activities;
- (e) provide necessary supervision and evaluation of the assigned officers' performance so as to ensure an adequate level of performance; and
- (f) use funds provided by the District to defray the costs of providing these police officers to the District.

Section 4. BUDGETING AND FINANCING. The District and the Town shall each provide for its own costs under this Agreement, except that the District shall pay one half(1/2) the costs of salaries and benefits for one School Resource Officer not to exceed \$36,198.91. The District and the Town shall each include in their annual budgets the necessary appropriations to meet the cost of their respective performances hereunder. In the event the salary and/or benefits of the officer are raised by the Town beyond the amounts listed above during the term of this Agreement, any additional amounts shall be paid by the Town. Payments shall be made at times and in increments mutually agreed-to by the parties, but no more often than quarterly.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatsoever, effective upon receipt of written notice. In the event of termination prior to the full term of this Agreement, if the District has paid to the Town the salary amount set forth in Section 4 above, the Town shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the District within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the District has not yet paid the salary amount set forth in Section 4 above, the District shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the Town within 60 calendar days.

Section 6. INDEMNIFICATION. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) for, 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.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the Town's Police Department and the District Rather, the assigned personnel of the Town's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for purposes of workers compensation, ARS §23-1022(O) and (E) shall apply and the Town shall be solely liable for the payment of workers' compensation benefits for the assigned police officer providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

District: Humboldt Unified School District No. 22
6411 North Robert Road
Prescott Valley, AZ 86314
Attn: Superintendent

Town: Prescott Valley Police Department
7601 E. Civic Circle
Prescott Valley, AZ 86314
Attn: Police Chief

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT-OF-INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein.

Section 12. LEGAL ARIZONA WORKERS ACT COMPLIANCE. Both parties hereby warrant that they will at all times during the term of the Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §23-214 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the contract, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Service Agreement by and through their authorized representatives.

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (Town)

Harvey Skoog, Mayor

ATTEST:

Diane Russell, Town Clerk

The forgoing Intergovernmental Service Agreement has been submitted to me as Prescott Valley Town Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

Ivan Legler, Town Attorney

HUMBOLDT UNIFIED SCHOOL DISTRICT
NO. 22 of YAVAPAI COUNTY, ARIZONA, a
unified school district and political subdivision of
the State of Arizona, (District)

President, Governing Board

ATTEST:

Clerk, Governing Board

The forgoing Intergovernmental Service Agreement has been submitted to me as Attorney for the Humboldt Unified School District No. 22 of Yavapai County, Arizona, for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

Attorney for Humboldt U.S.D. #22
Deputy Yavapai County Attorney