

**AGREEMENT
SCHOOL RESOURCE OFFICER SERGEANT**

Humboldt Unified School District

Acorn Montessori School

Franklin Phonetic School

Pace Academy

Prescott Valley Charter School

Town of Prescott Valley

THIS AGREEMENT, entered into this date, January 11th, 2024, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter "Town"), 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"), Acorn Montessori School, Franklin Phonetic School, Pace Academy and Prescott Valley Charter School (hereinafter "charter schools" refers to the four listed charter schools).

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, the District and the Town have previously entered into an intergovernmental agreement (IGA) to arrange for funding and selection of School Resource Officers (SROs) for schools in the District to (a) provide law-related education as guest instructors and in-service instruction to faculty and staff, (b) attend school functions, and (c) respond to service calls during school hours; and

WHEREAS, the District, the charter schools, and Town desire now to add an additional joint agreement to fund an SRO Sergeant, independent from the IGA's currently in place with the District for SROs.

WHEREAS, the District Governing Board, the charter schools, and the Town Council find that this 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 agreement as follows:

Section 1. **TERMS OF AGREEMENT; RENEWALS.** The term of this agreement shall expire two and a half (2.5) years from January 11th, 2024. However, any Party may provide written notice of its intent not to renew or continue the agreement to the other party no later than sixty (60) days prior to the end of the then-current term.

Section 2. **PURPOSE.** The purpose of this agreement is to implement the position of a School Resource Officer (SRO) Sergeant position for all HUSD public schools (excluding Humboldt Elementary School since its physical location is within Yavapai County Sherriff's jurisdiction), Acorn Montessori School, Franklin Phonetic School, Pace Academy and Prescott Valley Charter School. One (1) Police Sergeant shall serve as SRO Sergeant throughout the school year to (among other things) provide law-related education to students as guest instructors, provide in-service instruction to faculty and staff, attend school-related functions, address calls for police service in 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 and Charters Schools shall

- (a) instruct teachers, administrators and staff on how to assist the SRO Sergeant as needed;
- (b) provide regular evaluations of the effectiveness and on-going needs of the SRO Sergeant;
- (c) provide the SRO Sergeant with training that can enhance their ability to serve the students and staff.

The Town shall

- (a) coordinate scheduling with the Sergeant;
- (b) ensure through its Police Department that a qualified sergeant of its choice is made available as the supervisor.
- (c) ensure that the assigned sergeant is appropriately attired and presents a professional image;
- (d) ensure that the assigned sergeant is properly trained and oriented to fulfill the requirements of these positions;
- (e) provide necessary supervision and evaluation of the assigned sergeant's performance to ensure an adequate level of performance; and
- (f) use funds provided by the District and Charter Schools to defray the costs of providing the sergeant to the District and Charter Schools.

Section 4. BUDGETING AND FINANCING. The District, Charters, and the Town shall each provide for its own costs under this agreement except that the District shall pay 40% of the costs of salaries and benefits for the assigned SRO Sergeant, the four (4) charter schools will each pay 5% of the cost of salaries and benefits for the assigned SRO Sergeant, and the Town will pay the remaining 40% of the cost of salaries and benefits for the assigned SRO Sergeant. The District, Charter Schools, 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 respective Sergeant is raised by the Town beyond customary increases (i.e., cost of living, merit, and/or benefit increases) during the term of this IGA, 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 or charter schools have 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 or charter schools within 60 calendar days. In the event of termination prior to the full term of this agreement, if the District or charter schools have not yet paid the salary amount set forth in Section 4 above, the District or charter schools 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, the charter schools, 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 officers 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

Charter Schools: Prescott Valley Charter School
9500 E Lorna Lane
Prescott Valley, AZ 86314
PO Box 27348
Prescott Valley, AZ 86314
Attn: Monica Fuller

Acorn Montessori School
8556 E Loos Drive
Prescott Valley, AZ 86314

Franklin Phonetic School
6116 E Highway 69
Prescott Valley, AZ 86314

Pace Academy
6711 E 2nd Street
Prescott Valley, AZ 86314

Town: Prescott Valley Police Department
7601 E. Skoog Boulevard
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 IGA.

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. All 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 ARS §23-214 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the agreement, 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 any of them who performs work pursuant to this agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

Section 13. APPLICABLE LAW. The construction, interpretation, and enforcement of this agreement shall be governed by the laws of the State of Arizona. The courts of the State of Arizona shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the Yavapai County Superior Court, Yavapai County.

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

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

Kell Palguta, Mayor

ATTEST:

Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

Steven Zraick , Deputy 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

Deputy Yavapai County Attorney

Prescott Valley Charter School, a charter school
district and political subdivision of the State of
Arizona, (Charter School)

President, Governing Board

ATTEST:

Clerk, Governing Board

Acorn Montessori School, a charter school district
and political subdivision of the State of Arizona,
(Charter School)

President, Governing Board

ATTEST:

Clerk, Governing Board

Franklin Phonetic school district and political
subdivision of the State of Arizona, (Charter
School)

President, Governing Board

ATTEST:

Clerk, Governing Board

Pace Academy, a charter school and political
subdivision of the State of Arizona, (Charter
School)

President, Governing Board

ATTEST:

Clerk, Governing Board