

**Intergovernmental Agreement**  
**Between**  
**Douglas Unified School District #27**  
**And**  
**The City of Douglas**

This intergovernmental agreement (“Agreement”) is entered into as of the last date of execution (signing), (the “Effective Date”), by and between the City of Douglas, a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the “City”), and Douglas Unified School District, a political subdivision of the State of Arizona (the "District").

**RECITALS**

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Safety Officers (“SSOs”), 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 City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District has received grant funding from the Stronger Connections Grant and for this program; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), and both parties are authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, the mission of the School Safety Officer (SSO) Program is to foster trust and cooperation when interacting with students and to provide for the overall safety and security of everyone on or near school campuses;

NOW, THEREFORE,

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment.** The City shall assign a total of two (2) police officers to the District’s two (2) middle schools.
2. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until September 30, 2026, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days’ prior written notice.
3. **Relationship of Parties.**
  - A. The City shall have the status of an independent contractor for 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 between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

- B. The SSOs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned SSOs will be subject to current procedures in effect for Douglas police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SSOs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SSOs' duties as sworn law enforcement officers.
- C. The City understands the District is responsible for the safety of students on campus during the school day. If the District receives information indicating any police 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 City. If the City receives information from any credible source indicating any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.
- D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City 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 previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.
- E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's 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 City and the District.

#### **4. Costs and Payment.**

- A. The District agrees to pay the City \$45,000.00, with Employee Related Expenses (ERE's) at a rate of 38%, per SSO in consideration for the services provided by the City under this Agreement.

- B. SSOs must seek approval from the appropriate Douglas Police Department supervisor before working overtime on SSO-criminal related incidents (i.e., those matters pertaining to the school, students, or employees). The City shall pay one hundred percent (100%) of any SSO overtime that results from these incidents. The District shall pay one hundred percent (100%) of any SSO related expense for extracurricular school activities outside of the normal SSO job function (i.e., sporting events, dances, or other school functions). These expenses must be approved by the Principal, or the Principal's Designee following the Department Off Duty guidelines. The SSO and City shall make every reasonable effort to ensure that SSOs do not incur overtime costs in any given week.
- C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds.
- D. Each party will establish and maintain a budget according to its established rules and regulations.

**5. School Safety Officer's (SSO's) Responsibilities and Goals (to include Addendum A).**

- A. An SSO shall have the following responsibilities:
  - 1. Establish and maintain a professional working relationship with school officials.
  - 2. Provide appropriate police and enforcement services at school.
  - 3. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.
  - 4. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
  - 5. Investigate all reported child abuse incidents within the school.
  - 6. Prepare and maintain Daily Logs and/or police related reports as required by the operational needs of the Douglas Police Department.
- B. An SSO shall use good faith efforts to achieve the following goals:
  - 1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.

2. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.

3. Work cooperatively with District school administrators and faculty members in (a) recognizing signs of abused or neglected children, and (b) the mandatory requirements for reporting abuse or neglect.

4. Provide Law Related Education (LRE) on mutually agreed upon topics based on the needs of the school and the ADE Grant requirements.

5. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

**6. The Stronger Connections Grant and for this program; and; Duties and Responsibilities.**

The parties agree to comply with the program requirements of the Stronger Connections Grant, and any applicable State or Federal requirements, which are incorporated into this Agreement by this reference.

**7. Time and Place of Performance.**

A. The City will ensure that the police officers assigned to the District as SSOs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The parties agree that officers assigned to the School Safety Program will serve a ten (10) or twelve (12) month, full-time, forty (40) hour a week assignment as specified by the District's grant application. The assigned officers will wear uniforms as authorized by the applicable Douglas Police Department Operations Orders.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school related problems.
2. Incentive programs approved in writing (for example by e-mail) between the Douglas Police Department Supervisor and the school's Principal, or the Principal's designee.
3. In response to off campus, but school related, criminal activity.
4. Attendance at off-campus events or meetings at the school's request.
5. Attendance at training.
6. In response to emergency police activities.
7. As directed by any Douglas Police Supervisor.

C. During days that schools are not in session, the police officers assigned as SSOs shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

**8. District Responsibilities.**

- A. The District will provide the police officers with an office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer and e-mail linkages, and filing space capable of being secured.
- B. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**9. 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. All amendments to this Agreement must be in writing and approved by the City of Douglas Law Department.

**10. Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved as to form by the City of Douglas Law Department and the District's legal counsel.

**11. Notices.** Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY:

City of Douglas Police Department  
Attn: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

DISTRICT:

Attn: Ana C. Samaniego, Superintendent  
1132 12th Street  
Douglas, AZ 85607

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

**13. Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**14. Resolution of Disputes.** In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

**15. Cancellation.** The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

**16. Non-appropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail 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 comes to the party's attention.

**17. 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.

**18. Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law 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 attorneys' fees) (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.

**19. 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 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. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 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 worker's compensation."

**20. FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

**21. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**22. No Israel Boycott.** By entering into this Agreement, the parties certify that neither is currently engaged in, and the parties further agree that for the duration of this Agreement to not engage in a boycott of Israel.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURES NEXT PAGE**

The parties have caused this Agreement to be executed on the dates indicated below.

CITY OF DOUGLAS, a municipal corporation

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

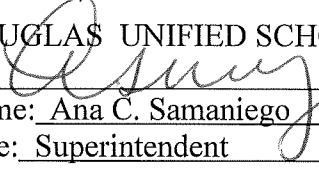
ATTEST:

\_\_\_\_\_  
City Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

\_\_\_\_\_  
Attorney for the City

DOUGLAS UNIFIED SCHOOL DISTRICT

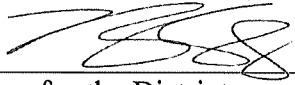
By:  \_\_\_\_\_

Name: Ana C. Samaniego

Title: Superintendent

Date: December 12, 2023

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

  
\_\_\_\_\_  
Attorney for the District



## ADDENDUM A

### DOUGLAS POLICE DEPARTMENT SSO Duties & Responsibilities

The School Safety Officer (SSO) duties and responsibilities include, but are not limited to, the following:

- 1) The investigation of incidents occurring at Paul Huber Middle School, Ray Borane Middle School, and adjacent school property:
  - a. Violation of criminal statutes and City ordinances
  - b. Violations of status offenses
  - c. Runaway juveniles
  - d. Truancy
- 2) Gathers and disseminates juvenile substance abuse information and assists investigators in investigating narcotics violations.
- 3) Maintains a close liaison with School Administrators and Security personnel.
- 4) Completes field intelligence cards on any juvenile engaged in suspicious activity.
- 5) Conduct vigilant patrol in an effort to identify and target underage tobacco/vaping, narcotic use, gang activity or members.
- 6) Maintains liaison between the school, the Juvenile Probation Departments, and DPED.
- 7) Performs related duties and responsibilities as required, which may include periodic law related education presentations.
- 8) Prepares and gives presentations at faculty in-service meetings, parent education evenings, PTSO meetings, and community organization meetings.
- 9) Upon request, participates in extra-curricular activities such as school festivals, holiday programs, and field trips.
- 10) May be assigned to patrol shifts during non-school times.
- 11) Performs other duties as assigned.

The SSO duties and responsibilities DO NOT include the enforcement of school rules or participation in administrative actions or procedures.