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DOUGLAS COUNTY
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DOUGLAS CO., NEVADA

2003 OCT 17 PM 12: 54

WERNER CHRISTEN
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Assessor's Parcel Number: N/A

Date: OCTOBER 16, 2003

Recording Requested By:

✓ Name: ROSS CHICHESTER/SHERIFF'S OFFICE

Address: _____

City/State/Zip: _____

AGREEMENT #2003.220

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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COOPERATIVE AGREEMENT
Between
DOUGLAS COUNTY
And
THE DOUGLAS COUNTY SCHOOL DISTRICT

BARBARA REED
CLERK
DEPUTY

This agreement is made and entered into by and between Douglas County (hereinafter County) and the Douglas County School District (hereinafter District), political subdivisions of the State of Nevada

WHEREAS, the Douglas County Sheriff's Office has trained and sworn deputies to provide law enforcement in Douglas County; and

WHEREAS the District desires to have a deputy assigned specifically to the District as a Safety Resource Officer to provide for the safety of its' students and staff; and

WHEREAS the County, the Sheriff and District have provided for such a Safety Resource Officer (SRO) for the past three years through federal grant funding; and

WHEREAS the District is obligated under the terms of the grant that provided the initial funding to pay for the SRO position for a minimum of two years; and

WHEREAS the federal grant funding that provides for the Safety Resource Officer expires September 30,2003; and

WHEREAS the County, the Sheriff and the District desire to continue the Safety Resource Officer program; and

WHEREAS, Nevada Revised Statue 277.045 authorizes the County and the District to enter into a Cooperative Agreement to provide said services;

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NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. That the Douglas County Sheriff's Office (hereinafter DCSO) will assign one deputy to serve as a Safety Resource Officer (hereinafter SRO) for the District. DCSO will provide the SRO a marked patrol unit, radio and standard law enforcement equipment issued to other patrol deputies. DCSO will also provide additional deputies to assist the SRO on a as-needed basis for special investigations or operations. Additionally, DCSO will provide the necessary training for the SRO to maintain their peace officer certification. The District will supply, computer, telephone and private office space for the SRO at Douglas High School.
2. That the District will pay to DCSO all costs associated with the SRO's salary and benefits in accord with the Agreement between Douglas County and the Douglas County Sheriff's Protective Association. However, DCSO will pay the overtime costs of the SRO on assignments that they initiate and any District requests for overtime that have been approved by the Patrol Division Commander. Any overtime assignment requests that are located outside Douglas County must be approved by the Superintendent or his designee and will be paid for by the District. DCSO will submit quarterly billings to the District for the personnel costs. The District will pay all such invoices within 45 days of receipt.
3. DCSO will be responsible for assignment of a deputy as an SRO. In the event of a change from the current SRO, selection of a new SRO will be by an interview board composed of the Sheriff, Chief Deputy of Operations, Patrol Division Commander and two representatives designated by the District. DCSO will be responsible for the supervision and evaluation of the SRO in accordance with the provisions as set forth in DCSO Policies and Procedures Manual and the Agreement between Douglas County and the Douglas County Sheriff's Protective Association. The District Superintendent or his designee will serve as a contact person for the District for the SRO and to provide input to the SRO's supervisor for evaluation purposes.
4. The SRO designation is not a special assignment as contemplated under Article 12 of the

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Agreement between Douglas County and the Douglas County Sheriff's Protective Association. Furthermore, the SRO's work week shall normally consist of five days (Monday through Friday) of eight hours each exclusive of lunch hour. The SRO, with a recommendation by a representative of the District and approval by his supervisor, will set his work hours, and the principle place of assignment will be Douglas County High School. During summer session, the SRO will continue his routine work schedule according to the hours set forth in summer session. During major holidays, defined as more than three consecutive school days (Christmas and Spring Break), unless otherwise requested to perform functions for the District, the SRO may be assigned to routine patrol activities or other special assignments. Nothing in this Agreement limits the right of the DCSO to temporarily reassign the SRO in the event of an emergency. Requests by the District for overtime assignments of the SRO shall be approved by the SRO's immediate supervisor. Said overtime may include assignments to jurisdictions outside of Douglas County if approved by the Superintendent or his designee. A detailed explanation of the SRO program is attached as Exhibit A.

5. It is not the intention of this agreement to affect the legal liability of either Douglas County or the District by imposing any standard of care other than the standard of care imposed by law. Douglas County and the District agree that neither party to this agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other party to this agreement, or its respective officers or employees, does or fails to do under or in connection with any work performed under this agreement. Douglas County and the District also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of act or omission of it or its respective officers or employees, under or in connection with any work performed under this agreement.
6. The term of this cooperative agreement is for the period beginning October 1, 2003 and terminating September 30, 2005. This agreement may be renewed for an additional two year terms with approval by Douglas County, the District and with consent of the Sheriff.

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Notice of intent to terminate this agreement must be given in writing to the other parties by February 1st of the year preceding the school and fiscal year in which the agreement is to be terminated. This agreement will then be terminated at the end of a fiscal year (June 30th). In no event, can termination of this agreement or the responsibilities associated therewith be terminated earlier.

IN WITNESS WHEREOF, the parties hereto have caused this cooperative agreement to be executed.

Dated this 9 day of Sept, 2003

By: [Signature]
Chairman, Douglas County School Board of Trustees

ATTEST: [Signature]
Douglas County School Board of Trustees Clerk

Approved As to Form: [Signature]
Douglas County School Board of Trustees Counsel

Dated this 2ND day of OCTOBER, 2003

By: [Signature]
Chairman
Douglas County Board of Commissioners

By: [Signature]
Sheriff Ron Pierini

ATTEST: [Signature]
Douglas County Clerk

BY: [Signature]
CLERK TO THE BOARD

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Approved As to Form: _____

Robert J. Mann

Douglas County District Attorney

EXHIBIT A

MISSION STATEMENT

The Douglas County Sheriff's Office and Douglas County School District, as partners in making our community a better place to live, dedicate ourselves to our children and establish the School Resource Officer Program within the school district. In doing so we commit our organizations to the goals of promoting a better understanding of our laws, why they were enacted and their benefits, while providing a visible and positive image of law enforcement. The School Resource Officer will serve as a confidential source of counseling to students concerning problems they face while bringing expertise into the school that will help our young people make more positive choices in their lives. We will strive to promote better understanding and a more positive image of the students to law enforcement officers and the community at large. Together we will work to enhance secure and protective school environment, and to maintain an atmosphere where teachers feel safe to teach and students feel safe to learn.

GOALS AND OBJECTIVES OF THE PARTNERSHIP

Enhancing communication between law enforcement, school administration, faculty and students is the primary objective. To establish a partnership between these groups towards collaborative problem solving, collectively taking ownership of issues and responsibility for specific problem identification and issue resolutions. It will establish positive communication channels and enhance student understanding of the law enforcement responsibility, criminal justice system, while fostering an understanding by law enforcement officers about issues that affect students and educational goals. The overall goal of the protect is to enhance school safety and campus welfare.

RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

The SRO is based on the Triad Concept: Law Enforcement, Counselor and Teacher.

LAW ENFORCEMENT:

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- 1) Patrol Officer; proactive, reactive and stresses community oriented policing.
- 2) Investigator; investigates crimes that occur on the school campus
- 3) First Responder; to traffic accidents, injuries, serious illness, suicide attempts, fire drills, natural disasters, bomb threats and violent acts or threats.
- 4) Liaison; administrators, students, parents, faculty and law enforcement agencies.
- 5) Protector; student, faculty, administrators
- 6) Intelligence; criminal cases, gangs and drugs
- 7) Crime Prevention; student, school staff, campus and neighborhood/community

COUNSELOR:

- 1) Students; suicide, crime, legal advice, drugs/alcohol/tobacco, family, relationships, pregnancies and rape.
- 2) Parents; incorrigible, drugs and alcohol, truancy, suicide and blended families.
- 3) Faculty/ Administrators; legal advice, protection, crime, and other concerns.
- 4) Active Listener; Non-verbal and verbal.

TEACHER:

- 1) Law Related; social studies, health, driver's education and business.
- 2) Career Related; computer, English and vocational
- 3) Role Model; professional, approachable, compassionate, helpful and empathic

The SRO's function is not to enforce school policy or to become the school disciplinarian.

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: October 16, 2003
B. REED Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol Muller Deputy

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