

Assessor's Parcel Number: N/A

Date: JUNE 24, 2016

Recording Requested By:

Name: UNDERSHERIFF PAUL HOWELL, DCSO

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

COOPERATIVE AGREEMENT #2016.131

(Title of Document)

FILED
NO. 2016-131
2016 JUN 22 PM 12:11
DOUGLAS COUNTY
CLERK
BY [Signature] (DEPUTY)

COOPERATIVE AGREEMENT FOR PAU-WA-LU MIDDLE SCHOOL
Between
DOUGLAS COUNTY
And
THE DOUGLAS COUNTY SCHOOL DISTRICT

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 (hereinafter DCSO), 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 School Resource Officer (hereinafter SRO) to provide for the safety of its students and staff; and

WHEREAS the County, the Sheriff and the District have provided for a SRO for MORE THAN fifteen years; and

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

WHEREAS, Nevada Revised Statute 277.180 authorizes the County and the District to enter into a Cooperative Agreement to provide said services;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. That the Douglas County Sheriff's Office will assign one deputy to serve as a SRO for the District at Pau-Wa-Lu Middle School. 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 an 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 a computer, telephone and private office space for the SRO at Pau-Wa-Lu.
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, the District's financial obligation for the SRO shall not exceed \$80,000 per year. 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 Captain. However, the District is responsible for the overtime costs of the SRO where the assignment is to a jurisdiction outside of Douglas County. Any overtime assignment requests that are located outside Douglas County must be approved by the Superintendent or his designee and the Patrol Division Captain. 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 the assignment of a deputy as an SRO. In the event of a change from the current SRO, the selection of a new SRO will be by an interview board composed of the Sheriff, the Undersheriff, Patrol Division Captain 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 eligible for additional compensation as contemplated under the 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 the Patrol Division Captain, will set his work hours, and the principle place of assignment will be at Pau-Wa-Lu. 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. In the event that the DCSO temporarily reassigns the SRO, the District will not be charged for those hours. 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 July 1, 2016 and terminating June 30, 2017. This agreement may be renewed for an additional two year term with the consent of Douglas County, the District and the Sheriff. A written notice of "Intent to Renew Cooperative Agreement" by the District shall be sufficient under the provisions of this Agreement to extend it for an additional two years. This written notice must be delivered no later than February 1st of the year in which the Agreement expires.
7. Notice of intent to terminate this agreement must be delivered in writing to the other party by February 1st of the contract year. This agreement will then be terminated at the end of the fiscal year, June 30th. In no event, can termination of this agreement or the responsibilities associated therewith be terminated earlier.
8. This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the School District and Douglas

County. In the event any provision shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions.

9. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement for a School Resource Officer to be executed.

On behalf of Douglas County School District

Dated this 14th day of June, 2016

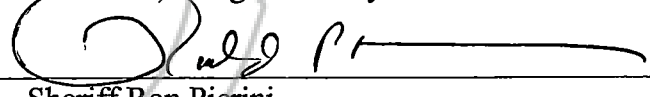
By: 
Chairman, Douglas County School Board of Trustees

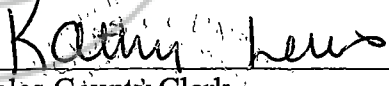
ATTEST: 
Douglas County School Board of Trustees Clerk

On behalf of Douglas County, Nevada

Dated this 2nd day of June, 2016

By: 
Chairman, Douglas County Board of Commissioners

By: 
Sheriff Ron Pierini

ATTEST: 
Douglas County Clerk

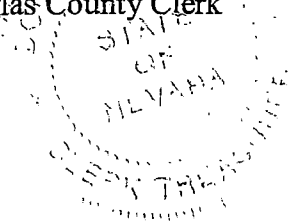


EXHIBIT A

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 a 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 partnership 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:

- 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.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

24th day of June, 2016
By [Signature] Deputy