

**INTERGOVERNMENTAL AGREEMENT
POLICE-SCHOOL LIAISON PROGRAM**

This Agreement, made this ____ day of _____ 2022, by and between the AVONDALE SCHOOL DISTRICT, a Michigan School District, whose address is 2940 Waukegan Street Auburn Hills, 48326 and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

WHEREAS, the City of Rochester Hills is a municipal government located in the County of Oakland and the State of Michigan and the Avondale School District is a public school district educating students residing within the boundary of the unit of government which is party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police school liaison educational program by entering this Inter-Governmental Agreement pursuant to, and under the authority of, Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a school-year to school-year basis, a police program to be carried on in the elementary and secondary schools in the City of Rochester Hills.
2. Whereas, the officer(s) are contracted to serve as school liaison officers during the school-year and whereas, the officer(s) are housed and work on a daily basis within the confines of the Avondale Schools and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
 - a. Routine Performance and Special Duties.
 - b. Criminal Complaints.
 - c. Policy, Procedures, and Finance.
3. Whereas, the liaison officer(s) are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations.
 - a. The respective department will have jurisdiction over criminal complaints originating within their city.

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- b. The officer(s) will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
4. The cost of the program shall be shared by the parties hereto, on the following basis:
 - a. The cost of the program for the upcoming school-year shall be agreed to by all of the parties before the school-year begins each year. The agreed upon costs shall be memorialized in each school-year's "Police / School Liaison Budget," which shall be signed by the parties and incorporated into this Agreement by reference.
 - b. The Avondale School District shall be responsible for a portion of the cost.
 - c. The remainder of the cost shall be shared by the City of Rochester Hills.
5. The total cost of the program shall be determined as follows:
 - a. The cost for each officer in the program shall be equivalent to the cost to the City of Rochester Hills for a Sheriff's Deputy under the Law Enforcement Services Agreement that the City of Rochester Hills has with the Oakland County Sheriff's Office.
 - b. The contracting year for the City of Rochester Hills and the Oakland County Sheriff's Office is from January 1 through December 31. Any increase in the cost of Sheriff's Deputies to the City of Rochester Hills effective on January 1, of any given school-year shall be passed along to the other parties to this Agreement as an increase in the cost for all officers in the program, from January 1, to the end of the school year.
 - c. The cost of materials and any other cost agreed to by the parties hereto.
6. The City of Rochester Hills shall be responsible for administering the moneys for carrying on the police-school education program. The cost to each of the parties hereto shall be paid to the City of Rochester Hills. The City of Rochester Hills shall pay Oakland County at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
7. The officer(s) involved in the program shall continue to be the employee(s) of the Oakland County Sheriff's Office, as the case may be, and shall not be employee(s) of the other parties hereto. The parties expect that the officer(s) involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details.
8. The Avondale School District shall provide space, a desk, a phone, and other related

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equipment for the officer(s), and shall cooperate in the program so that the officer(s) may be involved in the educational process for the benefits of as many students as possible.

9. Acknowledgement is hereby given to the Avondale School District for providing space, phone, and related equipment, and services are provided above the financial commitment required by this Agreement.
10. This Agreement shall continue from school-year to school-year until it is terminated as provided herein, or as otherwise may be agreed upon by the parties hereto. If any party wishes to discontinue participation in the program, it shall notify the other parties to the Agreement in writing, no later than June 30 of any year. If one or more parties to this Agreement discontinue participation in the program, the other parties shall decide whether to not to continue the program. Failure to give notice of the intention to discontinue participation in the program by June 30 of any given year shall obligate each of the parties hereto to the financial obligations which are provided for herein for the ensuing school year, without the right of cancellation during the school year.
11. The percentage of the cost assigned to be paid by the Avondale School District in subparagraph 4b, above, has been specifically computed to limit the contribution of the Avondale School District to that portion of the program involving the schools under its jurisdiction located within the City of Rochester Hills, and not for any services in any non-public schools. The Avondale School District shall have no responsibility for, nor any direction or supervision over, any activities or programs under this Agreement which may take place in any non-public school, that being the sole responsibility of the governmental unit, which are parties to this Agreement, and the O.C.S.O.
12. The Oakland County Sheriff's Office shall be responsible for their respective officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect themselves for any liability or cost which may occur as a result of this Agreement which is not paid by the County of Oakland, or under their respective insurance policies.
13. Each party shall be solely responsible for the acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party shall indemnify and hold harmless the other parties, and the other parties' officers, employees, officials, agents, and representatives, from and against all claims, suits, demands, actions, judgments, liabilities, costs, expenses, damages, and fees arising from or related to any breach of this Agreement or negligent or wrongful act or omission by the indemnifying party or its officers, employees, officials, agents, or representatives under this Agreement.

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14. All information that is collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable Federal and State laws. The parties recognize that student education records maintained by Avondale School District are protected by the Family Educational Rights and Privacy Act (“FERPA”), and its implementing regulations. The parties acknowledge that unless a statutory exception applies, Avondale School District may not disclose information from student education records without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement shall be construed to modify the responsibilities of either party under any applicable state or federal law.
15. Any and all claims or disputes arising under or relating to this Agreement which are not resolved between the parties shall be resolved by arbitration, which shall be the sole and exclusive remedy for such matters. The parties expressly waive their right to seek remedies in court, including the right to trial by jury. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs incurred in connection with arbitration, including but not limited to costs of legal representation. The arbitrator’s fees shall be shared equally by the parties. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.
16. This Agreement shall be binding upon and inure to the benefit of the parties hereto.
17. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.

City of Rochester Hills

Avondale School District

By: _____

By: _____

Bryan K. Barnett
Its: Mayor

Dr. James Schwarz
Its: Superintendent of Schools