

AGREEMENT BETWEEN  
CENTRAL NINE CAREER CENTER  
AND  
JOHNSON COUNTY, INDIANA  
**SAFETY & SECURITY SPECIALIST**

This Agreement sets forth the terms between Central Nine Career Center ("Central Nine") and Johnson County, Indiana, by and through its Board of Commissioners, and its successors and assigns ("Board") and the Johnson County Sheriff's Office ("JCSO") (collectively, "County") for the Safety and Security Specialist program at Central Nine Career Center, commencing with the 2020-21 school year.

**WHEREAS**, Central Nine and the County recognize and support the need for a safe and effective learning environment for youth; and

**WHEREAS**, Central Nine has employed a JCSO Reserve Deputy as its Safety and Security Specialist.

THEREFORE, Central Nine agrees to the following provisions:

- To create, maintain, and fund the Safety and Security Specialist ("Specialist") position, as outlined in the job description for the position, attached hereto as Exhibit A;
- To provide employee benefits to the Specialist, as required by Central Nine Bylaws and Policies and the Staff Handbook;
- To provide and fund training for the Specialist, as required by Indiana Department of Homeland Security's FY19 Secured School Safety Grant, including but not limited to the National Association of School Resource Officers Basic School Resource Officer training;
- To provide a Central Nine police vehicle, insurance for which is provided and paid for by Central Nine, for use on and near Central Nine premises during student dismissal;
- To provide additional liability insurance for "acts of law enforcement";
- To provide radio frequency for communication among Central Nine administrators and the Specialist;
- To put the Specialist on Central Nine's payroll and provide a W2 for tax purposes; and
- In the event that an offense is committed and involves a victim, Central Nine officials shall notify the victim, and the victim's parents of the offense and the victim's rights to press charges against the offender. Central Nine personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

THEREFORE, the County agrees to the following provisions:

- To permit the Specialist to wear the appropriate JCSO uniform;
- To provide equipment owned by JCSO to the Specialist in furtherance of the Specialist's duties, including, but not limited to: a firearm, taser, handcuffs, and handheld radio equipment.
- To provide continued training to the Specialist, as required to maintain Reserve Deputy powers, through the First Forward and In-service Training that is mandated through the Sheriff's Training Division.
- To grant the Specialist rights to utilize police powers, including arrest powers, as a Reserve Deputy with JCSO, as well as the right to carry and operate a firearm. The Specialist shall:

- Request criminal history information as permitted by Indiana law. However, the Safety and Security Specialist should work with local agencies if there is a need to research driver's licenses or plates on school property
- Notify the appropriate law enforcement agency when a person commits any criminal offense (as defined by Indiana Code) on school property, on school-sponsored transportation, or at school-sponsored activities.

#### GENERAL PROVISIONS

The Parties agree that this Agreement does not eliminate the independence of the ability of JCSO, any police agency, or Central Nine to proceed in either the school system or in the criminal justice system, or both, as circumstances may require. Subject to applicable state and federal laws, this Agreement shall not be interpreted to limit or restrict the exchange and sharing of information and documents between Parties. Except as otherwise provided within this Agreement, no Party may transfer or assign this Agreement without prior written consent of the other Parties.

#### INSURANCE AND INDEMNIFICATION

Central Nine agrees to indemnify and hold harmless the County from any claim asserted against the County and/or any deputy performing services pursuant to this Agreement, but only to the extent that the defense and payment of said claim is covered through Central Nine's law enforcement and general liability insurance policies, and said policies will be primary and non-contributory. Central Nine further agrees to add the County as an additional insured on Central Nine's law enforcement and general liability policies. In addition, if Specialist is to be employed on a full time basis, Specialist shall be paid on a W2 basis, and the Workers Compensation will be Central Nine's responsibility. Central Nine shall provide documents to the County confirming that the County has been added as an additional insured. Further, Central Nine covenants to notify the County of any change in Central Nine's policies of insurance relevant to this Agreement within seven (7) days of receipt.

#### FORUM; VENUE; LEGAL FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any dispute arising from this Agreement shall have venue in Johnson County, Indiana. In the event that any party brings a suit or action under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that each party shall bear their own expenses, including legal fees, unless said action or suit is deemed to be frivolous by a court. By entering into this Agreement, the Parties do not intend to confer a benefit on a third party, including but not limited to enforcement rights under this Agreement. Rather, it is the exclusive intention of the entities for the MOU to benefit only the entities to this MOA and the parties shall not communicate anything to the contrary with any other person or entity.

#### TERM OF AGREEMENT

This Agreement shall continue for the 2020-2021 school year, unless terminated (a) by operation of law or (b) sixty (60) days following either party's issuance of written notification of termination.

#### RELATIONSHIP OF PARTIES

This Agreement is intended to provide for law enforcement services on the Central Nine campus and an exchange of information. Nothing herein is intended to or shall create an employment, partnership, or joint venture such that one party shall be responsible for the debts, obligations, or liabilities of the other unrelated to this Agreement. No personnel for any party hereto shall have, or attempt to assert, that such personnel have the authorization or right to bind the other party hereto.

#### MODIFICATION

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### ACKNOWLEDGEMENT

The Parties hereto each acknowledge, represent and warrant that they have read and fully understand all of the provisions of this Agreement and have had the opportunity to consult with their respective legal counsel, and that they are signing and entering into this Agreement as their free and voluntary act. The undersigned represent and warrant that they have the authority of their respective organizations to enter into this Agreement.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#### **Johnson County Sheriff's Office**

#### **Central Nine Career Center**

\_\_\_\_\_  
Duane Burgess, Sheriff

\_\_\_\_\_  
Nicole Otte, Director

#### **Johnson County Board of Commissioners**

\_\_\_\_\_  
Brian P. Baird, Chair

\_\_\_\_\_  
Kevin M. Walls, Member

\_\_\_\_\_  
Ronald H. West, Member