

INTERGOVERNMENTAL AGREEMENT

Between

Amphitheater School District and the City of Tucson

For School Resource Officers Funded Through the

Arizona Department of Education

School Safety Program

WHEREAS, the City of Tucson (hereinafter referred to as the "City") and the Amphitheater School District (hereinafter referred to as "ASD") desire to enter into this intergovernmental agreement on behalf of their respective operations; and

WHEREAS, the City is empowered by its charter to enter into contracts and maintain a Police department (hereinafter referred to as "TPD") for the purposes stated therein, and is authorized by Arizona Revised Statutes §11-951, et. seq., to enter into intergovernmental agreements; and,

WHEREAS, ASD is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to Arizona Revised Statutes §11-951, et. seq., and Arizona Revised Statutes §15-342; and

WHEREAS, ASD provides education and related services to children within the incorporated limits of the City of Tucson; and

WHEREAS, ASD and TPD recognize the value of law related education, access to law enforcement officers as role models and easy access to law enforcement intervention when crime and danger threatens ASD schools;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish an arrangement between ASD and TPD which recognizes the need for law enforcement and safety education; drug abuse prevention; juvenile delinquency and crime prevention; investigative and referral services; and other education and law enforcement programs. ASD is the recipient of and Fiscal Officer for a School Safety Program (SSP) Grant, for the Spring semester of the 2019-2020 school year (January 2020 – May 2020) and the full school years of 2020-2021, 2021-2022, and 2022-2023 which provides funds for School Resource Officers in the following ASD schools: (1) Amphitheater High School, (2) Amphitheater Middle School, and (3) Prince Elementary School. TPD agrees to provide 1.0 full-time equivalent School Resource Officers for each of these ASD schools during the aforementioned school years in exchange for reimbursement of the cost of same by ASD, as provided for

in the SSP Grant. This Agreement sets forth the responsibilities of the Parties herein and the conditions under which the Agreement shall be executed.

ARTICLE II. RELATIONSHIP OF PARTIES.

- A. This Agreement is not intended to and it does 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. The parties agree that no person supplied by ASD to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.
- B. The officers assigned to ASD schools under this Agreement shall be considered employees of the City and shall be subject to current procedures in effect for Tucson police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned officers shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST").
- C. The City understands that ASD is responsible for the safety of students on campus during the school day. If ASD receives information indicating that any officer assigned to perform services for ASD under this Agreement may have engaged in unprofessional, illegal, or immoral conduct, ASD will immediately provide such information to the City. If the City receives information from any credible source indicating that any officer assigned to perform services for ASD 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 ASD schools, the City will immediately provide such information, as allowed by law, to the ASD.
- D. If any alleged unprofessional, illegal, or immoral conduct might affect the ability of an officer assigned to ASD under this Agreement to safely and/or professionally perform duties for ASD, the City will immediately remove the officer from the ASD school and reassign the officer in accordance with City policies and procedures to allow the City and/or ASD 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 ASD will be credited for each day an officer is not assigned to the campus. ASD, at its sole discretion, may refuse the assignment to an ASD school of any School Resource officer who has been previously removed from ASD because of allegations of unprofessional, illegal, or immoral conduct.
- E. The City shall be responsible for each School Resource officer's compensation while the officer is assigned to an ASD school. This shall include any day that 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 to ASD, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the ASD.

ARTICLE III. DURATION AND EFFECTIVE DATE

This Agreement shall be in effect upon approval by the respective governing bodies of ASD and TPD and upon filing in accordance with statute and shall thereupon be in effect through the completion of the 2022-2023 school year or until terminated as provided herein.

ARTICLE IV. DEFINITIONS

The following terms as used in this Agreement are defined as follows.

(a) "CIVIL DISTURBANCE" means a gathering of persons, regardless of number, which poses a threat to public or school safety and the maintenance of order, and/or a gathering of persons who are engaged in violations of the law.

(b) "CRIME" means a petty offense, misdemeanor or felony as per local, state or federal law.

(c) "EXTRACURRICULAR ACTIVITY" means an ASD sponsored or sanctioned event not occurring during or as part of a regularly scheduled school day.

(d) "OFFICER" means a commissioned peace officer of the Tucson Police Department, regardless of the rank of the individual involved.

(e) "PHYSICAL INJURY" means the impairment of physical condition resulting from the actions of another or an act of violence.

(f) "PRINCIPAL" means the school Principal, or ASD administrator serving as acting Principal or Assistant Principal.

(g) "PRINCIPAL'S DESIGNEE" means a non-administrator, certified educator, who is approved by the Assistant Superintendent of Schools, to supervise the school in the Principal's absence.

(h) "SCHOOL RESOURCE OFFICER (SRO)" means a commissioned peace officer of the Tucson Police Department assigned by that agency to perform specific duties at ASD high schools and middle schools.

(i) "SERIOUS PHYSICAL INJURY" includes physical injury which creates a reasonable risk of death, or which causes serious and permanent disfigurement, serious impairment of health, or loss or protracted impairment of the function of any bodily organ or limb.

(j) "SHALL" means mandatory.

(k) "STUDENT" means a person duly enrolled in an ASD school.

(l) "WILL" means conditions permitting.

ARTICLE V. OBLIGATIONS OF ASD AND TPD

A. Roles of Parties

1. ASD agrees:

- a. To establish and enforce school rules; and,
- b. To provide a mechanism to measure and monitor student violations of school rules; and,
- c. To provide prevention strategies, including classroom time for age-appropriate law enforcement and safety related education and,
- d. To minimize distractions from teaching, address student behavior problems, and enforce the school district's student disciplinary process, utilizing police involvement where appropriate and/or as required under this Agreement or by law; and,
- e. To provide access to schools by law enforcement officers; and,
- f. To ensure that a teacher is present to assist officers in a classroom presentation about law enforcement and safety related education; and,
- g. To develop a planned strategy to communicate to the community the content and enforcement of ASD policy; and,
- h. To assume the roles and responsibilities assigned by the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by reference.

2. TPD agrees:

- a. To identify the functions of School Resource officers, which will include instruction, advice, security and law enforcement; and,
- b. To deploy or redeploy officers for a specified time period, which includes current and future programs, including, but not limited to, opportunities for ASD-TPD staff cross-training in law enforcement education, drug abuse prevention education, conflict resolution, and other law enforcement related program activities; and,
- c. To provide overall coordination and supervision of officers on the school grounds. TPD retains all legal and regulatory rights of control, supervision, retention and assignment of its personnel whether on or off-duty, in furtherance of this Agreement; and,
- d. To keep the peace and promptly investigate and prosecute crimes in accordance with TPD rules and procedures, and to the extent permitted by law, with ASD policy and in accordance with the Juvenile Court Collaborative Task Force guidelines for schools in when to contact law enforcement; and,

e. To the extent possible and permitted by law and TPD policy, assume the roles and responsibilities assigned by the School Safety Program Guidance Manual, including attending any necessary annual trainings (which may occur in Phoenix) provided by the Arizona Department of Education.

B. Facilities and Equipment

ASD shall provide a secure private office, desk, telephone, locking file cabinet, computer with internet connectivity, mailbox, and parking space at each school covered by this Agreement for use by TPD officers. At those facilities where an ASD radio system is in use by monitors and school staff, ASD will provide access to ASD radios and keys for the use of the TPD officer assigned to the school during the period of duty assignment.

C. Public Information and Media Notice of Law Enforcement Activities on Campuses:

Release of information to the public and/or the media by each Party shall be governed by the applicable local, state and federal laws, and the policies of each Party for such releases as applicable to their respective employees and agents. The Parties shall meet and collaborate on joint media statements regarding any matter in which both are involved to the extent possible.

D. ASD-TPD Liaison Relationships and Dispute Resolution

Each Party shall appoint and identify a liaison person who shall serve as a contact point for the exchange of information and resolution of any problems under this Agreement. Each Party agrees to inform the other of the name and telephone number of such liaison and to exchange any other information relevant thereto in order that the function may be performed.

E. Routine Patrols On and Off Campus

In so far as practical, TPD will notify ASD about routine and special patrol in and about campus areas or school events, including scheduling information as appropriate, which may impact ASD operations. This includes information regarding assignment of SRO's. Each party shall notify the other of names and telephone numbers for appropriate contact persons for each respective assignment and school.

F. School Operating Hours

ASD will provide to TPD current calendar information on school days, hours, special events, etc., which may impact joint operations. Except in extraordinary situations, officers assigned as SRO's will check in daily with their respective ASD school during normal school hours and prior to engaging in routine activities on campus.

G. Protocol for Conduct of Undercover School Operations and Surveillance

In so far as possible and practical, TPD will notify the Superintendent of ASD of undercover operations being conducted at ASD schools. ASD acknowledges that such notification is to be considered confidential and not available for dissemination to parties other than those agreed to by TPD.

H. Protocol for Referral of Individuals to TPD and Evidence Handling by ASD:

1. ASD personnel will notify TPD of the occurrence of crimes or criminal activity on school grounds or at extracurricular activities as required by law. This specifically includes police notification of physical injury or serious physical injury to any person, whether or not a student, caused by criminal activity, or required to be reported under ARS § 13-3620 (unless reported to another responsible agency) and in instances posing a potential safety hazard as the result of criminal activity including, but not limited to, arsons and bomb threats.

2. Notification to TPD as set forth above shall be made in the most expeditious manner available to the affected school. The school may notify their assigned SRO of the activity if that officer is immediately available. If that officer is unavailable, however, or if safety or other concerns dictate otherwise, immediate notification to TPD shall be made by calling 911.

3. When physical evidence of a crime is encountered by ASD employees, they shall not touch or handle the evidence when such handling would jeopardize safety to any person, and will minimize handling or disturbing evidence unless reasonable or necessary prior to arrival of law enforcement.. In such event, the involved ASD employee will clear and secure the affected area, and immediately notify TPD of the location of the item(s) in question. If the evidence of a crime is of such a nature that it may be safely handled by ASD employees, and it is not otherwise possible to leave the evidence untouched until the arrival of TPD, said evidence shall be handled and controlled by the finder only. If it is necessary for the finder to pass on the evidence in question to the custody of another person prior to the arrival of TPD, the employee with custody will notify the responding TPD officer of all persons who had control of the evidence so that the information may be documented in accordance with proper legal procedure. TPD will provide a written protocol to ASD on proper evidence handling procedures for distribution to its schools and facilities.

I. Arrest Protocols on School Grounds

If practical, the SRO will consult with the Administration prior to making an arrest on campus. When that is not practical and an ASD student is arrested on school grounds during school hours by an SRO, the SRO will notify the Principal or Principal's Designee of the action as soon as possible. In so far as practical, when a non-student is arrested on school grounds during school hours, the SRO will notify the Principal or Principal's Designee. TPD will not return a student back to school if the student was arrested away from the school during the school day.

J. Protocol for Searches on Campuses

1. Searches initiated by ASD employees without TPD involvement or direction will be conducted in accordance with the applicable policy as established in ASD regulations and applicable law.

2. TPD officers may conduct searches of persons and property on ASD campuses consistent with the dictates of applicable laws and TPD procedures. Whenever practical, such searches will be conducted outside the view of the general student population in a private area.

K. TPD Officers at Extracurricular Activities

1. Identification Information to the ASD Employee in Charge

TPD officers working at an extracurricular activity at an ASD campus or sponsored event, either on or off duty, shall contact or identify themselves to the Principal or Principal's Designee responsible for the event.

2. Requests for Officers

ASD may hire off-duty TPD officers to work at extracurricular functions by coordinating through the appropriate TPD office responsible for such jobs. TPD personnel working at these events will continue to be governed by the rules and regulations normally observed for off-duty employment in effect at that time.

3. Assignments

Officers working at ASD extracurricular activities will coordinate their specific assignments with the Principal or Principal's Designee officiating at the event. In the event a TPD supervisor has been hired as well, that supervisor will be responsible for coordinating assignments with ASD.

4. Pre-Event Planning

If the nature of the extracurricular event requires pre-event planning, the appropriate ASD administrator shall notify the TPD office responsible for coordinating off-duty employment, which shall in turn ensure that the assigned personnel undertake the necessary planning and coordination. In the event that on-duty TPD personnel are to be used at an extracurricular event, the responsible ASD Principal or Principal's Designee will coordinate pre-event planning with the appropriate TPD command responsible for the affected event site.

5. Operations at Events

TPD and ASD personnel working at an extracurricular event will coordinate their activities and needs so as to maximize operational efficiency and student and public safety. As in all other instances involving the exercise of police powers, TPD retains the right to govern the actions of its officers whether on or off-duty.

6. Emergency Operations

In the event that an emergency arises at an extracurricular event, the TPD officers present shall take whatever steps are necessary to restore or maintain order and public safety, consistent with applicable laws and Police Department rules and procedures. In so far as is possible, given the nature of and scope of the emergency, TPD will coordinate with ASD personnel present at the event.

L. Interview and Arrest Procedures

1. Interviews

SRO's on an ASD campus to interview suspects or victims of a crime will advise the school of their presence and work with the Principal to help minimize disruption to the school and other students. ASD employees will make parental notification of such interviews in accordance with policy as established in ASD regulations and applicable law.

2. Witnessing Interviews

The Principal or Principal's Designee may request that an ASD employee be present during the interview of a student by TPD. Such presence, if permitted, will be solely as an observer of the interview and not a participant therein. The presence of an ASD employee at the interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto.

3. Arrests of Students

In the event a student is arrested on campus by an SRO, the officer shall notify the Principal or Principal's Designee as soon thereafter as is practical. In the event that the arrested student is a juvenile, TPD will notify the parents or legal guardian as per its procedures. The school may also make notification as may be necessary under its guidelines.

4. Release of Student Information

Upon a request by TPD, ASD will provide directory information which is allowable under State and Federal law and District policy relating to its students. Such requests shall be in accordance with adopted ASD policy.

5. Immigration Status Inquiries

When interacting with students, SROs shall refrain from asking about immigration status and follow Tucson Police Department's immigration policy as set forth in General Orders.

M. Civil Disturbances at ASD Sites

In the event that a civil disturbance as defined in this Agreement occurs at an ASD campus or facility, ASD shall immediately notify TPD by calling 911. In the event of police response to a civil disturbance at an ASD campus or facility, it is understood that TPD maintains control and direction of law enforcement personnel on scene, including decisions on appropriate tactics and logistics. TPD will coordinate with ASD

to ensure the safety of students and school personnel and property until the situation is brought under control. At each such incident, ASD will appoint one (1) official to interact with the TPD Incident Commander in order to facilitate the operation.

N. Memoranda of Understanding for Daily Operations or Status Meetings

The Parties to this Agreement may jointly develop such Memoranda of Understanding executed between their respective chief administrators to address the specifics of daily operations and training as may be necessary to implement the conditions of this Agreement. Any changes to such Memoranda may be made by mutual agreement of the Parties without the need for modifying the terms of this Agreement. Additionally, by mutual agreement, the Parties may meet as needed to discuss status and conduct of the work being performed under this Agreement.

ARTICLE VI. MANNER OF FINANCING

ASD hereto shall within its lawful methods of financing, establish and provide in its annual budget for payment of costs and expenses of performance of its obligations undertaken pursuant to this Agreement and funding as provided by the Arizona Department of Education School Safety Program, according to the terms and conditions of such grant. No Party shall otherwise be liable to any other Party for any other costs or expenses.

TPD hereto shall provide documentation to the assigned ASD fiscal agent to support reimbursement of grant funded expenditures incurred on a monthly basis. These requests will be submitted within 30 days after the financial closeout of the related month (normally, by the 30th of the month following the closeout month). Such documentation shall meet the criteria established by the fiscal agent and agreed upon by the TPD Finance Section Coordinator. Financial Reimbursements will be paid by ASD to the City within 45 days after the end of each quarter (quarter is defined as three month periods of January through March, April through June, July through September and October through December).

The Arizona Department of Education funding does not provide capacity for overtime or other ancillary personnel costs associated with the SRO Program. In the event ASD requires an SRO to work overtime, a formal request will be forwarded to TPD via the assigned SRO Sergeant. ASD will reimburse this cost including associated Employee Related Expenditures. In the event the Chief, through his chain of command, authorizes SRO related overtime in support of a tasking that was not requested by ASD, TPD will incur all costs related to this overtime. ASD may also request an assigned SRO be scheduled as part of the current Special Duty Program. In the event an SRO or any sworn member is scheduled by ASD via the Special Duty Program, ASD will incur all costs associated with this tasking and make payment in accordance with current Special Duty Program invoice and payment guidelines.

ARTICLE VII: PROVISION OF EQUIPMENT

In performing their obligations under this Agreement, each Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers and employees immediately involved that the sharing or use of equipment owned

or furnished by another Party is necessary or proper, or as may otherwise be provided for in this Agreement.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

To the extent permitted under Arizona law, each Party agrees to indemnify, defend and hold harmless the other from all claims, losses, liability, costs or expenses arising out of injuries to persons or property caused by acts, omissions, negligence, misconduct or other fault of the Party and/or its agents, officers, employees or volunteers arising out of activities under this Agreement. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.

ARTICLE IX. TERMINATION: DISPOSITION OF PROPERTY THEREUPON

This Agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the contemplated termination. Upon such termination all property not owned by a Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession should be given.

ARTICLE X. MISCELLANEOUS

A. Compliance with Law. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.

B. The Parties agree that should a dispute arise between them, in any manner, concerning the attached Agreement, and said dispute involves the sum of ten thousand dollars (\$10,000.00) or less in money damages only, exclusive of interest, cost or attorney's fees, the Parties will submit the matter to Binding Arbitration pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration and the decision of the arbitrator(s) shall be binding upon the Parties.

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

TPD: Tucson Police Department
270 S Stone Ave
Tucson, AZ 85701
Attn: Finance Section

ASD: Amphitheater Public Schools
Legal Department
701 W. Wetmore Rd.
Tucson, AZ 85705

D. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if the governing bodies for the Parties fail to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the City of Tucson shall have no further obligation to ASD or its governing body.

E. Legal Authority. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by

such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

F. Worker's Compensation. Each party shall comply with the notice requirements of ARS §§23-1022. For purposes of ARS §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

G. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

H. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment approved and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

CITY OF TUCSON, AZ

AMPHITHEATER SCHOOL
DISTRICT

Regina Romero, Mayor

Todd Jaeger, Superintendent, ASD

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

ASD General Counsel

Attest:

City Clerk

ASD Clerk