

## Staff Summary Report



Council Meeting Date: 03/20/2008

Agenda Item Number: 72

**SUBJECT:** Request approval of a resolution to renew the Intergovernmental Agreement between the City of Tempe and the Tempe Union High School District No. 213 detailing the agreed respective responsibilities of the School Resource Officer (SRO) Program.

**DOCUMENT NAME:** 20080320pdstj01 **POLICE DEPARTMENT ADMINISTRATION (0606-02)**  
Resolution No. 2008.24

**SUPPORTING DOCS:** Yes

**COMMENTS:** The TUHSD has again received grant funding which funds two temporary officers (10 months) and off-sets the cost of one other full-time officer to work specifically in the schools as SRO's. This IGA, as in previous years, outlines the duties of the officers, the City and the TUHSD as dictated by the grant requirements. The officers provide law-related education that promotes a safe environment and good citizenship. They also deal with any law enforcement activities which occur on campus.

**PREPARED BY:** Shannon Johnson, Management Assistant I 480.858.2023

**REVIEWED BY:** Tom Ryff, Chief of Police, 480.350.8214

**LEGAL REVIEW BY:** Bill Amato, Police Legal Advisor, 480.350.8610

**FISCAL NOTE:** The TUHSD applied for and was awarded \$218,247 in grant dollars to fund two (2) full-time temporary officers and one (1) full-time permanent officer for the 10 month 2007-2008 school year (see IGA exhibit C on the last page of the supporting document).

**RECOMMENDATION:** Approve and sign the IGA

**ADDITIONAL INFO:** N/A

**RESOLUTION NO.2008.24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT OF THE TEMPE POLICE DEPARTMENT AND TEMPE UNION HIGH SCHOOL DISTRICT NO. 213 (TUHSD) FOR SCHOOL RESOURCE OFFICERS, AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT FOR THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.**

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve renewal of the intergovernmental agreement between TUHSD and the City of Tempe for School Resource Officers for one year; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Grant approval of the intergovernmental agreement between TUHSD and the City of Tempe for School Resource Officers and
2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS \_\_\_\_\_ DAY OF MARCH, 2008

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Janet R. Hort, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew B. Ching, City Attorney

## INTERGOVERNMENTAL AGREEMENT

Tempe Union High School District No. 213  
and  
City of Tempe

This Agreement is made on the date written below by and between the Tempe Union High School District No. 213 of Maricopa County ("District"), Arizona, and the City of Tempe, an Arizona municipal corporation, acting through its Police Department ("Department").

### RECITALS

- A. The District enrolls students in and adjacent to the city of Tempe and is committed by law and policy to offering a safe environment for these students, the employees of the District and its guests.
- B. The Department is the local law enforcement agency with jurisdiction within the city limits of the City of Tempe, which offers public safety services to the citizens of the City of Tempe and is the District's designated law enforcement unit at various campuses, pursuant to the Family Educational Rights and Privacy Act.
- C. The District and the Department want to be able to share information promptly between designated representatives of each agency for public safety purposes, to reduce crime in the City of Tempe and at the schools of the District, and to provide a safe working and learning environment for the students and employees of the District.
- D. The District is a recipient of a School Safety Grant Award ("Grant") for the fiscal year 2007-2008 to fund School Resource Officers to work in the District. The District and the Department want to work together to provide School Resource Officers (SRO) in compliance with the Grant.
- E. The District is authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §§ 15-141, 15-341 and 15-342. The Department is authorized to enter into this Agreement pursuant to A.R.S. § 9-240(B)12. Both parties are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

#### **1. The Purpose.**

The purpose of this Agreement is to be able to share information promptly between designated representatives of each agency for public safety purposes, to

reduce crime in the City of Tempe and at the schools of the District, and to provide a safe working and learning environment for the students and employees of the District.

**2. Duties of Law Enforcement Unit.**

As sworn law enforcement officers for the State of Arizona, the Department agrees to enforce any local, state or federal law, or refer to appropriate authorities a matter for enforcement of any local, state or federal law against any individual or organization other than the District itself. In carrying out these responsibilities, the Department, through its SROs, agrees to:

- 2.1 Employ full time, temporary police officers to function as SROs in the Juvenile Unit of the Criminal Investigations Bureau.
- 2.2 To require that each SRO fulfill all of the job responsibilities and duties as set forth in the Memorandum which each SRO signs with the Department that is consistent with the roles and responsibilities established by the School Safety Program Guidance Manual. See Exhibits A and B, Form of Memorandum and Guidance Manual .

**3. Duties of the District**

The District agrees to:

- 3.1 Not interfere with the duties of the SRO as a sworn law enforcement officer.
- 3.2 Provide buildings, facilities and related equipment, i.e. telephone, desk, chair, filing cabinet, up-to-date computer, and printer necessary for program implementation and to maintain privacy. Equipment provided to the SROs by the District shall remain the property of the District.
- 3.3 Send SROs annually to law-related education training and provide for all related travel expenses as provided in the Grant.
- 3.4 Pay the Department from Grant funds received for the SROs within thirty (30) days of receipt of the invoice from the Department and the existence of this Agreement, fully executed, that authorizes such payment. For the 2007-2008 Grant year, the Grant funds for payment will be consistent with the Grant award as set forth in the School Safety Budget Site Breakout for each site, attached hereto as Exhibit C, and incorporated herein by reference. Late fees shall not be paid from School Safety Grant funds.

- 3.5 Provide a complete copy of the Grant application and award to each SRO by July 31<sup>st</sup> or as soon as the officer begins service at each site.

#### **4. Agency Cooperation and Shared Information**

- 4.1 The District and the Department agree to follow and implement the School Safety Program as set forth in the Guidance Manual which is incorporated into this Agreement by this reference in its entirety. (Exhibit "B").
- 4.2 SROs and District administrators shall have a mutually prepared written document describing the general chain of command and channels of communication. The parties will develop procedures for ongoing meetings and will, at least semi-annually, review the working relationship and recommend changes if warranted.
- 4.3 Neither party may release any information from the other, without permission of the other, except to parents, juvenile court officials, other juvenile enforcement officials, or others to the extent permitted or required by law. Such releases must be in compliance with State laws, Arizona Criminal Justice Information System rules, and both the District's and the Department's internal policies and procedures.
- 4.4 Each party agrees that it shall be liable for the acts, errors or omissions of its employees in discharging its obligations under this Agreement.

#### **5. Miscellaneous.**

- 5.1 The term of this Agreement is for a one (1) year period commencing on July 1, 2007 and terminating on June 30, 2008. Thereafter, the Agreement may be extended annually upon terms and conditions mutually agreed upon between the parties. Either party may terminate this Agreement during its term upon notice to the other party ninety (90) days prior of its intention to terminate.
- 5.2 This Agreement shall terminate automatically in the event funding is no longer available from Grant funds for the program described in the Agreement.
- 5.3 This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in

counterparts, and which together constitute a single instrument. This Agreement shall be recorded with the Maricopa County Recorder pursuant to A.R.S. § 11-952(g) upon its execution.

- 5.4 The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.
- 5.5 Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address, notice of which is given in compliance with this section:

If to the Department:

City Manager  
City of Tempe  
31 E. 5<sup>th</sup> Street  
Tempe, AZ 85281

If to the District:

Superintendent  
Tempe Union High School  
District  
500 West Guadalupe  
Tempe, AZ 85283

- 5.6 The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.
- 5.7 Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.
- 5.8 In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written.

City of Tempe

Tempe Union High School District  
No. 213

\_\_\_\_\_  
Hugh Hallman, Mayor                      Date

Mary Lou Taylor  
\_\_\_\_\_  
Governing Board President                      Date

Approved as to form, and determination that the Agreement is in proper form and is within the powers and authorities granted under the laws of the State of their respective public agencies.

**APPROVED AS TO FORM**  
BY: [Signature] Date \_\_\_\_\_  
**TEMPE CITY ATTORNEY** the City  
DATE: 3/6/08

Janis Merrill Date 2/13/08  
\_\_\_\_\_  
Janis Merrill, Attorney for the  
District

tuhsd/tempe sro/igapolice200<sup>7</sup>~~6~~-200<sup>8</sup>~~7~~

**IGA Exhibit "C"**

**Tempe Police Department  
FY 2007-08 Safety Grant Award**

<b>Approved Line item(s)</b>	<b>Tempe High</b>	<b>McClintock</b>	<b>Marcos de Niza</b>	<b>Totals</b>
Purchased Professional Services (salaries) including benefits	\$72,699	\$72,699	\$72,699	\$218,097
Travel/training expenses	\$50	\$50	\$50	\$150
Supplies				\$0
Capital				\$0
Total Budget	\$72,749	\$72,749	\$72,749	\$218,247