CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS

CC: 7C
Amend No. _____

Date prepared: November 24, 2008 **Council Meeting Date: December 16, 2008**

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager

FROM: Larry J. Ratcliff, Chief of Police

SUBJECT: Intergovernmental Agreement between the City of Peoria and the Peoria Unified School District to assign two Peoria Police Officers as School Resource Officers (SRO).

RECOMMENDATION:
Mayor and Council authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the Peoria Unified School District and the City of Peoria to assign two Peoria Police Officers to the campuses of the Peoria and Sunrise Mountain High Schools as School Resource Officers (SRO).

SUMMARY:
The purpose of this program is to join cooperative efforts by the City of Peoria Police Department and the Peoria Unified School District to create a positive approach to promoting public safety and awareness. By assigning police officers on the school campuses, it will promote a positive partnership with the school districts, the individual schools, and the police department.

The assigned officers participate in educational programs, which aid students in dealing successfully with peer pressure, child abuse, gangs, drug awareness, and other related issues. The officers will investigate school related criminal activities and assist school administrators in addressing these matters.

The officers work on campus while school is in session. During the summer break officers will complete duties assigned by the Police Department. This partnership allows the Police Department to continue educational efforts in local schools while increasing police visibility and the presence in the community.

It is recommended the Mayor and Council authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the Peoria Unified School District and the

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CITY CLERK USE ONLY:

- ☐ Consent Agenda
- ☐ Carry Over to Date:_____
- ☐ Approved
- ☐ Unfinished Business (Date heard previous:_____)
- ☐ New Business
- ☐ Public Hearing: No Action Taken

ORD. #_____ RES. #_____
LCON# 20308 LIC. #_____
Action Date:

REV. 08/08

City of Peoria to assign two Peoria Police Officers to the campuses as School Resource Officers (SRO).

FISCAL NOTE:

The Peoria Unified School District will be contributing approximately 30% of the officers salary and benefits which are currently budgeted in the Police Departrment's FY09 operating budget.

ATTACHMENT: Intergovernmental Agreement

When recorded return to:
City of Peoria, City Clerk
8401 W. Monroe Street
Peoria, AZ 85345

INTERGOVERNMENTAL AGREEMENT BETWEEN THE PEORIA UNIFIED SCHOOL DISTRICT AND THE CITY OF PEORIA FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this **5th** day of **January 2009** (the "Effective Date"), by and between the City of Peoria, an Arizona municipal corporation through its Police Department (the "City"), and the Peoria Unified School District, a political subdivision of the State of Arizona (the "District"). The City and the District are collectively referred to as "Parties" and individually as City, District and "Party."

RECITALS

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by, the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 *et seq*, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is agreed between the parties as follows:

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for joint cooperative efforts by the District and the City for use of certain City police officers as School Resource Officers in accordance with the terms and conditions outlined in this Agreement.

TERMS OF THE AGREEMENT

1. **Assignment**. The City shall assign a total of two **(2)** police officers to the District on **January 5, 2009**, and until the end of that school year (i.e., **May 30, 2009**) to perform services as follows:

LCON20308

One (1) officer assigned as School Resource Officer to Peoria High School only.
One (1) officer assigned as School Resource Officer to Sunrise Mountain High School only.

2. **Term and Termination**. This Agreement shall commence on the Effective Date and shall continue until **May 30, 2009**, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either Party providing the other Party thirty (30) day prior written notice.

3. **Relationship of Parties.**

A. The personnel of one Party to this Agreement will not for any purpose be considered employees or agents of the other Party; and each Party assumes full responsibility for the actions of its personnel while performing under this Agreement. Each Party shall be solely responsible for the supervision, direction and control of its personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District 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 police officers assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned police officers shall fulfill their duties as law enforcement officers for the State of Arizona. The District shall not interfere with the assigned police officers' duties as sworn law enforcement officers. A City police officer, as a School Resource Officer, shall maintain a collaborative partnership with school administrators. When functioning as a School Resource Officer, during school hours, the officer will report to the school principal or his/her assigned designee. The School Resource Officer will also adhere to District procedures and policies while serving as a School Resource Officer. In the event of procedural conflicts that may exist between the District and City policies, the School Resource Officer will immediately consult with the assigned City supervisor for procedural resolution. The District agrees to act reasonably and in good faith to assist the officer in the performance of their duties and responsibilities.

C. The District should the occasion arise will immediate contact the assigned City supervisor, to discuss performance or suitability issues pertaining to the School Resource Officer. The City supervisor and the District will work collaboratively to

resolve any issues, which may result in corrective action or reassignment of the School Resource Officer, if necessary.

4. **Costs and Payment.**

A. The District agrees to reimburse the City thirty percent (30%) of each assigned School Resource Officers salary ($30,000 per officer). For the spring semester of FY09, this amount will be $15,000 per officer. These costs will be evaluated each fiscal year to correlate with any increased employees costs to the City.

B. The City as the primary employer for the School Resource Officers will be responsible for each assigned School Resource Officers salary, etc. with the exception of the above mentioned thirty percent (30%) to be reimbursed by the District. Additionally, the City will be responsible for any workers' compensation, benefits, which may accrue.

C. Each Party will establish and maintain a budget according to its responsibilities under this Agreement and their established rules and regulations.

5. **School Resource Officer's Responsibilities and Goals**.

A. A School Resource Officer shall have the following responsibilities:

1. Establish and maintain a professional working relationship with school officials. Build a relationship with students, parents and school officials that promote a positive image of law enforcement.

2. Provide appropriate police and enforcement services at school.

3. Work cooperatively with the school administrators and parents to identify students who exhibit high truancy rates.

4. Attempt to locate and return to school all students who are identified pursuant to paragraph 3 as absent from school without an acceptable excuse.

5. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

6. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.

7. Investigate all reported criminal incidents within the school and take appropriate enforcement action.

8. Prepare and maintain such records of reported criminal incidents within the school as are required by the operational needs of the City Police Department.

B. A School Resource Officer shall use good faith efforts to achieve the following goals:

1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the goal of reducing truancy and abuse rate.

2. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.

3. Investigate all reported child abuse incidents within the school. Attempt to identify abused or neglected children and use counseling, enforcement action, referrals to Department of Economic Security Child Protective Services or any other legal means to attempt to change the conditions responsible for the abuse or neglect.

4. Refer juveniles or their families or both to the appropriate social service agencies for assistance when a need is determined.

5. Instruct District school administrators and faculty members in the identification of abused or neglected children, report the abuse or neglect, and take necessary action to attempt to prevent further abuse or neglect.

6. Provide counseling and educational programs in truancy, abuse, drugs, or any other topic mutually agreed upon by the Parties.

7. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

8. Establish liaison with school administrators, staff, students and parents.

9. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete a minimum of fifty (50) hours of classroom law-related education instruction per semester.

10. Develop collaborations with community resources, identifying services offered that could benefit students.

11. Act as a resource in the investigation of school-related criminal activities.

12. Participate in the Parent-Teacher Association as requested.

13. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.

14. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.

15. Provide information when requested to students, parents, and staff in law-related situations.

16. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that take the officer off his or her assigned campus.

17. Work collaboratively with the school safety team on the development of the safe school plan. Review and update the school safety plan, and conduct school-wide exercises to test the plan.

18. Plan school security improvements, and conduct school safety assessments.

19. Attend training opportunities.

6. **Time and Place of Performance**.

A. The police officers assigned to the District as School Resource Officers will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The assigned officers will wear uniforms as authorized by the applicable Peoria Police Department Policy and Procedures.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school-related problems.

2. Incentive programs approved by the Parties.

3. In response to off-campus, but school-related, criminal activity.

4. Attendance at off-campus events or meetings at the school's request.

5. Attendance at training.

6. In response to emergency police activities.

7. As directed by any Peoria Police Supervisor.

C. During days that schools are not in session, the police officers assigned as School Resource Officers shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

7. **District Responsibilities**.

A. The District will provide the police officers with a secured office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer database access and email linkages, and filing space capable of being secured.

B. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

8. **Status Meetings**. By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the Parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

9. **Entire Agreement; Modification**. This Agreement constitutes the full and complete understanding and agreement of the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both Parties.

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

If to the CITY:

City of Peoria Police Department
Community Relations Section
8351 West Cinnabar Avenue
Peoria, Arizona 85345

If to the DISTRICT:

Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U. S. Mail, if by certified mail.

11. **Resolution of Disputes**. Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.

12. **Cancellation**. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

13. **Non-appropriation**. Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party's governing body. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without incurring further duty or obligation after the other Party's receipt of such notice. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

14. **Compliance with Applicable Laws**. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

15. **Indemnification**. Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Carl Swenson
City Manager

Recommended by:

By: _____
Larry J. Ratcliff
Chief of Police

ATTEST:

_____
Mary Jo Kief, City Clerk

PEORIA UNIFIED SCHOOL DISTRICT

By: _____
Diane Douglas
PUSD Board President

Recommended by:

By: _____
Dr. Denton Santarelli
Superintendent of Schools

APPROVAL OF DISTRICT ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

_____
Peoria Unified School District Attorney

Date_____

_____
Stephen M. Kemp, City Attorney

Date:_____