

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE
CHANDLER UNIFIED SCHOOL DISTRICT NO. 80**

This Intergovernmental Agreement ("Agreement") is entered between the City of Chandler, Arizona, a municipal corporation, herein referred to as ("City"), and the Chandler Unified School District No. 80, a political subdivision of the State of Arizona, herein referred to as the ("District"), to provide for the assignment of 9 School Resource Officers ("SROs") on the terms and conditions herein stated. (City and District are referred to herein individually as "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, the governing bodies of the City and the District are mutually interested in providing law enforcement education and security to school campuses; and

WHEREAS, the City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to provide SRO services during the 2023-2026 school years; and

WHEREAS, the District has funding through a grant from the Arizona Department of Education School Safety Program ("SSP Grant") to fund nine (9) SROs to be assigned to ACP High School, Basha High School, Chandler High School, Hamilton High School, ACP Middle School, Andersen Junior High School, Bogle Junior High School, Santan Junior High School, and Willis Junior High School from July 1, 2023 through June 30, 2026; and

WHEREAS, the City is authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11- 951, et seq.; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-951, et seq.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and the District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and agree as follows:

1. THE CITY OF CHANDLER AGREES:

- (a) From July 1, 2023 through June 30, 2026, to assign nine (9) sworn, certified police officers as SROs at the following District schools: ACP High School, Basha High School, Chandler High School, Hamilton High School, ACP Middle

School, Andersen Junior High School, Bogle Junior High School, Santan Junior High School, and Willis Junior High School. The City shall invoice the District for 50% of the Actual SRO Costs that exceed the SSP Grant as described in Section 2(a) below.

- (b) The SROs are not District employees and are employees of the City and are under the operational control of the Chandler Police Department according to Chandler Police General Orders.
- (c) The SROs shall fulfill their duties as sworn law enforcement officers for the State of Arizona.
- (d) As it pertains to the Grant, the SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District, and the Arizona Department of Education.
- (e) The SROs shall be insured under the City's liability insurance and workman's compensation insurance.
- (f) The SRO's supervisor shall solicit input from the school's administrator concerning the SRO's performance evaluation.
- (g) Records of services provided, and programs accomplished shall be maintained by the Chandler Police Department and the District.
- (h) The City agrees to involve the District in the screening of officers for SRO positions. This process will include allowing a District representative to be on the initial selection committee.
- (i) With respect to interviewing of students, the SROs shall comply with District policies and expectations. District or school administration shall inform SROs of the District policies and expectations.
- (j) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program is eligible for funding.

2. THE DISTRICT AGREES:

- (a) To pay the Chandler Police Department the full amount of the SSP Grant, which is estimated to be up to \$1,413,747.00. The SSP Grant shall be used for cost of salary and benefits for 9 SROs. The total actual salary and benefits

amount for the 9 SROs for the Term of this Agreement is \$1,459,739.00 ("Actual SRO Costs"). The Parties agree to equally share the cost of Actual SRO Costs that exceed the SSP Grant. The City shall invoice the District for 50% of the Actual SRO costs that exceed the amount of the SSP Grant.

- (b) The District shall provide buildings, facilities, and related equipment necessary for program implementation.
- (c) The SROs shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.
- (d) The SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District, and the Arizona Department of Education.
- (e) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District (as it pertains to grant funding).
- (f) No District employee or agent shall interfere with the duties of the SRO as a sworn law enforcement officer.
- (g) If the program is successful, the District will do everything possible to make the School Resource Officers and the accompanying law enforcement education a permanent part of the school curriculum when grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER:

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The SRO serves as a Mentor/Role Model, Teacher/Educator, Liaison and Law Enforcement Officer.

A. "Role Model":

Prevention is the center or focus of the program. It is essential for an SRO to be a positive role model at all times. Because the SRO is constantly in view of students, he or she has the unique opportunity to form lasting impressions and attitudes with an emphasis on building positive relationships.

1. The SRO shall set an example by positively modeling how to handle stress, resolve conflicts, and celebrate successes.

2. The SRO shall encourage responsibility by helping students think through options and consequences of decisions.
3. The SRO shall foster positive relationships with all students and school community members in a manner that promotes a positive image of law enforcement.
4. The SRO shall serve as a protective factor for students by conducting themselves as a neutral and approachable adult, positive representative of authority, and community resource member.

B. Teacher or Educator:

1. "Law Related Education" (LRE)" is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.
2. The SRO provides the school with an additional educational resource by sharing their expertise in the classroom and provides evidence-based curriculum, consistent with Arizona Department of Education academic standards.
3. The instruction should impact a priority focus, identified through a needs assessment, targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.
4. The SRO will participate in needs-assessments facilitated by school administration within an identified multidisciplinary safety team.

C. Liaison:

1. The central principle of "Community Policing" and the "SRO Program" involves the creation of partnerships between law enforcement and members of the community.
2. The SRO will be expected to serve as a liaison between the students, the school administration, and the Chandler Police Department.

D. Law Enforcement Officer:

1. When necessary, the SRO has the authority to intervene as a Law Enforcement Officer. Once order is restored, the SRO's other roles as

a mentor and educator are the more typical day-to-day responsibilities.

2. The SRO collaborates with school personnel on school-wide safety strategies (e.g., staff trainings, emergency response planning, needs assessments, and prevention programs).
3. The SRO's roles as a Law Enforcement Officer should not be used for intimidation or as part of the disciplinary process.
4. After enforcement action is taken; the SRO will consider Procedural Justice Principles and the importance of positive preventative follow-up relationship building.

4. DUTIES AND RESPONSIBILITIES:

The SRO's duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT:

1. The SRO is first and foremost a Law Enforcement Officer. As a Law Enforcement officer, the SRO will act as a deterrent to crime, both on the school campus and in the surrounding community, by uniformed presence and the development of positive relationships with students, faculty, and community members.
2. SROs will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.
3. The SRO will encourage students to follow school policy. The SRO shall not replace a staff member in enforcing school policies. The SRO will NOT act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal/school administration believes that an incident is a violation of the law, they may contact the SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.
4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not preclude the Principal and/or other school administrative staff from contacting the SRO for assistance relating to law enforcement matters.

However, the SRO will make the final determination whether law enforcement action is appropriate.

5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.
6. At the Principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law.
7. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel (A.R.S. §§ 13-2911 and 15-341).
8. The SRO's duties also include, but are not limited to, the following:
 - a. Investigate crimes or other school-related incidents that originate on their assigned school campus and making arrests when appropriate.
 - 1) Incident occurs off-campus involving students from the campus served by the SRO, the SRO may become involved, if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO may request copies of the documentation.
 - 2) When appropriate, make necessary notifications to other agencies (DCS, probation, other police jurisdictions, etc.).
 - b. Assist school officials in the enforcement of the truancy laws but shall not replace district or site truancy personnel.
 - c. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify individuals who may be a disruptive influence to the school and/or students.
 - d. Collection of information:
 - 1) Monthly statistics/activity log (SRO monthly stat form)
 - 2) Gang/group activity and identification (intelligence files)

3) Crimes, investigations, and arrests

B. SCHOOL SAFETY AND SECURITY

1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations which might occur on campus.
2. The SRO will work closely with the school administration to assist in continual improvement of the School Safety Response Plan.
3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime through environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted at least annually.
4. The site assessment should include a review of the following:
 - a. Floor plan of the school buildings.
 - b. A site plan showing the campus boundaries and access points.
 - c. Current crime prevention efforts.
 - d. Current crisis prevention and response plans.
 - e. Student discipline problems.
 - f. Student activities and extracurricular programs.
 - g. Health and medical services provided on campus.
 - h. Nearest emergency medical facility serving the geographical area of the school.
 - i. Recent crimes or "calls or service" generated from the school.
 - j. Past crime or activity reports.
 - k. Known safety or security concerns of the staff and students.

I. PD Knox Box Audit

5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:
 - a. Crisis prevention and response plans
 - 1) Step-by-step procedures for potential crisis or emergency situations.
 - 2) Evacuation or Lockdown procedures.
 - (a) Staff classroom coverage.
 - (b) Student accounting.
 - 3) Emergency kits.
 - 4) Backup and emergency communications.
 - b. Uniform procedures to screen and monitor campus visitors and potential intruders.
 - c. "Silent Witness" program.
 - d. Uniform procedures for the detection and/or collection of weapons by the SRO.
6. The SRO will coordinate their activities with the Principal (or appropriate faculty members) and will seek permission, guidance, and/or advice prior to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of Law Related Education (LRE).

1. Education:

At the school's request, the SRO shall provide instruction and other information to students concerning law enforcement-related topics

as required by the SSP Grant. At no time will the material, presentations, comments, etc. be construed, presented, or classified as legal advice and will not be portrayed as official statements of the City of Chandler or the Chandler Police Department.

- a. Methods of instruction may include:
 - (1) Classroom instruction
 - (2) Outside class activities
 - (3) Individual/Group discussions
 - (4) Question/Answer sessions. Evidence-based interactive teaching strategies, as identified through the Arizona School Safety Program.
 - b. Suggested topics may include conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system/mock trials, citizenship and other LRE approved programs.
2. Admin/Staff Education:
- a. In-service training may include the following:
 - (1) Drug and alcohol awareness (recognizing the signs and symptoms in students)
 - (2) Gang awareness and education
 - (3) Student and staff safety issues
 - (4) Violence prevention
3. Other Education:
- a. Intervention activities

- b. Prevention programs
 - c. Community outreach
- 4. Development of LRE lessons, educational material, and prevention programs:
 - a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.
 - b. The SRO will coordinate their activities with the principal (or appropriate faculty members), and will seek permission, guidance, and/or advice prior to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES:

- 1. When appropriate, the SRO may perform such other duties as mutually agreed upon by the Principal or designee, the SRO, and the SRO's immediate supervisor. These duties may be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, District policy, GPD General Orders and/or within applicable state and federal laws.

5. **INFORMATION SHARING:**

- A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.
- B. Rights under FERPA do not apply to records maintained by a school's law enforcement unit (SRO). However, for a record to be exempt, the law enforcement unit (SRO) must create it for the purpose of law enforcement.
 - 1. Other records may not be included (i.e., discipline records, health records, etc.).
 - 2. Records must be kept separate from student educational records.
 - 3. The records may only be used for law enforcement purposes.
- C. The school may furnish educational records to the SRO as permitted under FERPA. However, those records, and personally identifiable information

contained therein, do not lose their status as educational records and remain subject to FERPA, including the disclosure and redisclosure provisions, while in the possession of law enforcement (SRO).

- D. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well-being of the School, District, students, staff, etc. to the District or School. In turn, to the extent permitted by FERPA, the District or School will convey relevant information necessary to the SRO for the SRO to perform his/her assigned duties as an SRO.
- E. Some or all the schools where SROs are assigned have security cameras on the campuses. SROs shall have access to the video in accordance with FERPA.
- F. If the SROs are equipped with and use body-worn cameras (BWCs), the BWCs shall only be activated when the SRO is involved in law enforcement action, or when otherwise determined necessary by the SRO. In their use of BWCs, the SROs shall comply with all Arizona laws and Chandler Police Department policies. All footage resulting from the SROs use of BWC is the property of the Chandler Police Department and shall not be maintained by the District.
- G. SROs have access to the District School Information System, Infinite Campus only as to students at the school to which they are assigned, and only for purposes related to their role as an SRO to the extent permitted by FERPA.

6. GENERAL PROVISIONS:

A. Indemnification

1. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, its officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings including reasonable attorneys' fees, claims, demands or damages of any kind or nature relating to this agreement which are the result of any act or omission of the indemnifying Party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement except to the extent caused by the negligent or intentionally wrongful acts of the indemnitee, or its employees, contractors, agents, or persons acting under its direction or control.
2. Failure of either Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against the District or the City.

3. For purposes of workers' compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific intergovernmental agreement is deemed to be an employee of both the Party who is his or her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he/she is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- B. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.
- C. Budget. Each Party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.
- D. Non-Discrimination. 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. 2009-09, 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.
- E. Conflict of Interest. Each Party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511.
- F. Force Majeure. If either Party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

- G. Notice. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To The District:

Chandler Unified School District No. 80
ATTN: Superintendent
1525 West Frye Road
Chandler, AZ 85224

To the City:

Chandler Police Department
ATTN: Police Chief
250 E. Chicago Street
Chandler, Arizona 85225

Any notice given by certified mail shall be deemed to have been received by the other Party one day after the date of mailing.

- H. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. Venue will be in the Maricopa County Superior Court. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.
- I. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- J. Entire Agreement. 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. This Agreement may be executed in counterparts, which together constitute a single instrument.
- K. Duration/Termination. The term of this Agreement shall be July 1, 2023 through June 30, 2026. Funding and staffing Amendments to the original agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee), if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All

Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either Party may notify the other Party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date.

- L. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (Employment Verification Program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.
- M. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation.

7. IMMIGRATION LAW COMPLIANCE:

- A. Under the provisions of A.R.S. § 41-4401, each Party hereby warrants to the other that each Party and all its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching Party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching Party.
- C. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other Party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each Party agrees to assist the other Party in regard to any such inspections.

- D. Each Party may, at its sole discretion, conduct random verification of the employment records of the other Party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each Party agrees to assist the other Party in regard to any random verification performed.
- E. A Party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the Party establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract or subcontract that a Party enters into with any and all its subcontractors who provide service under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above mentioned.

CITY OF CHANDLER:

ATTEST:

Mayor

City Clerk

CHANDLER SCHOOL DISTRICT:

ATTEST:


Frank Narducci, Superintendent



APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 2023.

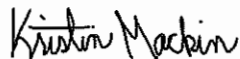
Chandler City Attorney



APPROVAL OF ATTORNEY FOR CHANDLER SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the powers and authority granted to the Chandler School District under the laws of the State of Arizona.

Dated this 13th day of October, 2023.



Attorney for Chandler School District