

RESOLUTION NO. 2017-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9 FOR UTILIZATION OF A SCHOOL RESOURCES OFFICER (“SRO”).

WHEREAS, the City of Sedona the City of Sedona (City) and the Sedona-Oak Creek Joint Unified School District No. 9 (District) desire to establish a position of School Resources Officer (SRO) to serve at certain campuses of the District for the mutual benefit of the parties; and,

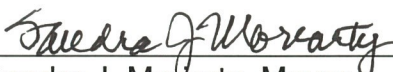
WHEREAS, the SRO will be acting through the Sedona Police Department in the performance of this agreement; and,

WHEREAS, the funding of the position, and the training of the officer, would be shared between the City and the District, as set forth in the Intergovernmental Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Sedona-Oak Creek School District No. 9 for utilization of a school resources officer, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 26th day of September, 2017.



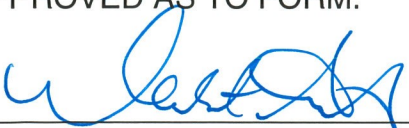
Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEDONA AND
THE SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9 FOR
UTILIZATION OF A SCHOOL RESOURCES OFFICER ("SRO")**

This is an Agreement by and between the City of Sedona, a municipal corporation, hereinafter to as "City," and the Sedona-Oak Creek Joint Unified School District No. 9, a school district, hereinafter referred to as "District," their successors, heirs and assigns.

Whereas, the District and the City desire to establish a position of School Resource Officer (SRO) to serve at certain campuses of the District for the mutual benefit of the parties, and to promote public safety on District properties and within the community, and

Whereas, the District desires the SRO be provided by the Sedona Police Department, and

Whereas, the City desires to provide the SRO, based on deployment needs, and

Whereas, the funding of the SRO, and the training of the SRO, shall whenever possible, be shared expenses of the parties, and

Whereas, the City and the District wish to enter into an agreement for the assignment of one SRO to the District schools, and

Whereas, the District and the City are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common power pursuant to A.R.S. § 11-952, 15-341, and 15-342,

In consideration of the terms, conditions and obligations set forth herein, the parties agree as follows:

Section 1. Recitals

The above recitals are true and correct and incorporated herein.

Section 2. Purpose

The purpose of this Intergovernmental Agreement is to provide for a SRO for the District during the academic year, generally August through May.

Section 3. City Obligations

- A. The City agrees to assign one police officer as SRO to the District.
- B. The SRO is an employee of the City and is under the operational control of the Sedona Police Department according to the Sedona Police Department's Policies; the SRO is not a District employee.
- C. The SRO shall fulfill all duties and responsibilities as a sworn law enforcement officer for the City of Sedona and the State of Arizona.
- D. The SRO shall meet all law enforcement training requirements and program certification established by the Sedona Police Department, the District and the Arizona Department of Education.

- E. The SRO 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. The City will incur all costs for the maintenance of a police vehicle assigned to the SRO for the performance of the services to be rendered under this agreement.

Section 4. District's Obligations

- A. The District will supply office space, necessary furniture, office telephone and computer with Internet access for the SRO, together with any office supplies and any assistance needed to carry out SRO duties.
- B. The District acknowledges that the SRO shall be under the operational control of the Sedona Police Department, according to the Sedona Police Department Policies.
- C. The SRO shall meet all training requirements for law enforcement and program certification established by the Sedona Police Department, the District and the Arizona Department of Education.
- D. The District or site administrator shall not interfere with the duties of the SRO as a sworn law enforcement officer.
- E. The District shall allow the SRO to adjust their time for required after-school activities to avoid unnecessary overtime costs. If the SRO is not allowed to adjust their time for required after-school activities, the District will be responsible to cover the SRO's overtime costs.

Section 5. General Provisions

- A. There shall be no cash payments required under this Intergovernmental Agreement.
- B. The City and District will make a good-faith effort to equally share the compensation/salary costs for the SRO for the academic year, generally August through May. The costs will be based on the City total compensation rates for the classification from which the SRO is elected, not to exceed the classification of a Police Officer salary scale. Once a shared amount is determined and its funding is secured, the District shall reimburse the City for the SRO compensation on a monthly basis. This amount may change with an agreement between the City and the District based on budgetary issues.
- C. If the District cannot in good faith fulfill their obligatory equal shared expense to fund the SRO position, the City will make a good faith effort to unilaterally staff the SRO position, depending on deployment and budgetary concerns.
- D. Any overtime costs for the SRO to provide services at mandated school functions outside of regular school hours shall be borne by the District, unless approved by the Chief of Police in advance. The District may, with agreement from the SRO's Division Commander, adjust the working hours of the SRO to provide services at these functions to minimize overtime costs.

Section 6. Duties and Responsibilities of the SRO

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 deterrent to prevent crime 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. The SRO will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not unnecessarily interfere with school operations and student curriculum schedules.
3. The SRO may assist school administration in enforcing school policies, but 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 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 at 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 the State law for reporting crimes and/or threats to law enforcement personnel (ARS § 13-2911 and 15-341).
8. The SRO's police duties also include, but are not limited to, the following:
 - a) Protecting the school, staff, and students from violations of the law.
 - b) Investigating crimes or other school related incidents that originate on their assigned school campus, and making arrests when appropriate.
 - 1) If an 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 on-duty field officers to handle the incident. If the incident is investigated by an outside agency, the SRO may request copies of the documentation.

- c) Making necessary notifications to other agencies (DCS, probation, other police jurisdictions, etc.) when appropriate.
- d) Maintaining peace and order within the school and surrounding community.
- e) Gathering information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempting to identify particular individuals who may be disruptive to the school and/or students.

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, and their chain of command, to develop a "School Safety Plan."
 - a. 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 annually at a minimum.
 - b. The site assessment should include a review of the following:
 - 1) Floor plan of the school buildings.
 - 2) A site plan showing the campus boundaries and access points.
 - 3) Current crime prevention efforts.
 - 4) Current crisis prevention and response plans.
 - 5) Student discipline problems.
 - 6) Student activities and extracurricular programs.
 - 7) Health and medical services provided on campus.
 - 8) Recent crimes or "calls for service" generated from the school.
 - 9) Past crime and activity reports.
 - 10) Known safety or security concerns of the staff and students.
3. The development of specific plans and procedures will depend primarily on the needs of the school. However, the following is a list of the basic plans or ideas that may be implemented:
 - a) Crisis prevention and response plans.
 - b) Step-by-step procedures for potential crisis or emergency situations.
 - c) Evacuation or Lockdown procedures.
 - 1) Staff classroom coverage.
 - 2) Student accounting.
 - 3) Emergency kits

4) Uniform procedures to screen and monitor campus visitors and potential intruders.

5) Peer counseling and peer mediation programs.

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 with 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. Student Education

a) At the school's request, the SRO may provide instruction and other information to students concerning law related topics.

b) Methods of instruction may include:

1) Classroom instruction.

2) Outside class activities.

3) Individual/group discussions.

4) Questions/answer sessions.

2. 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 educations, justice system/mock trials, Other LRE programs.

D. ADMINISTRATION/STAFF EDUCATION:

1. In-service training may include the following:

a) Drug and alcohol awareness (recognizing the signs and symptoms in students).

b) Gang awareness and education.

c) Student and staff safety issues.

d) Violence prevention.

E. OTHER EDUCATION:

1. Intervention activities.

2. Prevention programs.

3. Community outreach.

F. DEVELOPMENT OF LRE LESSONS, EDUCATIONAL MATERIAL, AND PREVENTION PROGRAMS:

1. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as need arises.

2. The SRO will coordinate 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.

G. OTHER DUTIES:

1. The SRO shall perform such other duties as mutually agreed upon by the principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, Department policy, and/or within applicable state and federal laws.

SECTION 7. 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 the school's SRO. However, for a record to be exempt, the SRO must create it for 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 under appropriate circumstances. 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 provisions, while in the possession of the SRO.
- D. In accordance with the policies and directives set forth by the Sedona Police Department, the SRO will convey information relevant to the well-being of the School, District, students, staff, etc. In turn, the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

SECTION 8. TERM OF AGREEMENT

This intergovernmental Agreement shall be for the term of four (4) years, commencing on May 31, 2017 and terminating on May 31, 2021. The parties may, by mutual agreement, agree to renew this Intergovernmental Agreement for an additional four (4) years, by joint Memorandum of Understanding (MOU). The parties agree to review and evaluate the program under this Agreement annually in May.

SECTION 9. TERMINATION

Either party with or without cause may terminate this Intergovernmental Agreement by providing thirty (30) days written notice.

SECTION 10. ENTIRE AGREEMENT

The Intergovernmental Agreement is the entire agreement between the parties and all oral representations, prior written agreements or correspondence are superseded by this Intergovernmental Agreement.

SECTION 11. AMENDMENTS OR MODIFICATIONS

Any amendments to this Intergovernmental Agreement shall be in writing, approved by the District and City and executed with equal dignity herewith.

SECTION 12. SEVERABILITY

In the event any provision of this Intergovernmental Agreement is declared void or unenforceable by a court of competent jurisdiction and said provision does not make it impossible to carry out the mutual intent of the parties, all other provisions shall remain in full force and effect.

SECTION 13. APPLICABLE LAW

This Intergovernmental Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the date under each signature.

City

District



Justin Clifton, City Manager
City of Sedona

David Lykins, Superintendent
Sedona-Oak Creek Joint Unified
School District

CERTIFICATION

This Intergovernmental Agreement is hereby approved as to proper form. The parties hereto have the power and are authorized by the law of the State of Arizona to enter into this Intergovernmental Agreement.

City



Robert Pickels, City Attorney
City of Sedona

District

Attorney for District