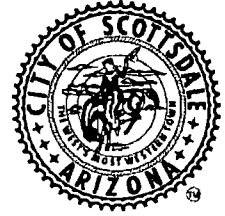


# CITY COUNCIL REPORT



Meeting Date: June 16, 2016  
 General Plan Element: **Public Services & Facilities**  
 General Plan Goal: **Coordinate with the school districts**

## ACTION

**Authorize an amendment to an Intergovernmental Agreement with the Scottsdale Unified School District for School Resource Officers.** Adopt Resolution No. 10174 approving an amendment to Intergovernmental Agreement No. 2012-085-COS between the City of Scottsdale and the Scottsdale Unified School District for the provision of Scottsdale Police Officers to serve as School Resource Officers.

## BACKGROUND

The Scottsdale Police Department and the Scottsdale Unified School District ("School District") have worked together since 1987 to provide a School Resource Officer Program. The program has been a positive resource for the City of Scottsdale, its citizens, the School District and area youth.

The School Resource Officer Program is designed to provide law enforcement services and law enforcement related education to schools within the City. School Resource Officers serve as positive role models to youth in crisis, act as liaisons between the police, the school, the community and numerous community service organizations and provide countless hours of service to the entire community. Additionally, School Resource Officers provide traditional police services while on school property and take enforcement action on campus when appropriate. The presence of School Resource Officers on campus also enhances the safety and general security of school campuses.

The Police Department previously provided School Resource Officers to the School District pursuant to Intergovernmental Agreement No. 2007-128-COS. This Agreement expired on June 30, 2012. Under this Agreement, the School District paid a fifty five (55%) percent funding ratio for the assigned School Resource Officers. When Agreement No. 2007-128-COS was initially implemented the funding ratio was eighty percent (80%) but was reduced over the years due to fiscal and financial constraints on the part of the School District. Under the current Intergovernmental Agreement, the School District was once again required to shoulder a bigger burden of the costs of the School Resource Officer program. The first year of the current Agreement maintained a similar fifty five (55%) percent funding ratio for the School Resource Officers but also required the School District to fund forty nine (49%) of the School Resource Officer Sergeant position. The School Resource Officer Sergeant is responsible for the supervision of all City School Resource Officers including the School Resource Officer assigned to the Cave Creek Unified School District. Previously, one hundred (100%) percent of the School Resource Officer Sergeant position was absorbed by the

City. After the first year of the current Agreement, the funding ratio was increased to historic levels with the School District responsible for eighty (80%) percent of the School Resource Officer salaries and benefits and seventy two (72%) percent of the School Resource Officer Sergeant salary and benefits. Once again, the School District is facing fiscal and financial constraints and has requested the City absorb \$300,000 in costs for the provision of School Resource Officers to the School District. The School District has indicated that if the City does not absorb these costs, it would have to reduce the number of School Resource Officers within its middle schools.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

Staff have drafted two possible amendments to the Agreement in response to the fiscal issues facing the School District. Option A would have the City absorb \$300,000 in costs for the provision of School Resource Officers to the School District for Fiscal Year 2015/2016 but keep School Resource Officer staffing as is. Option B would keep the funding percentages at current levels but result in the elimination of 3 School Resource Officer positions for Fiscal Year 2015/2016. These officers would likely be reassigned to Patrol.

### **Contract Process and Terms**

For Fiscal Year 2015/2016 only, the School District's payment will be reduced by the sum of \$300,000 and the School District will pay \$578,336 with Option A maintaining staffing levels and with Option B resulting in reduced staffing levels. For future fiscal years, the School District will pay the City funds equal to eighty percent (80%) of the combined School Resource Officer City budgeted salaries and benefits and seventy two percent (72%) of the School Resource Officer Sergeant budgeted salary and benefits. Staffing levels would remain at or be brought back up to Fiscal Year 2014/2015 levels.

### **Community Involvement**

The community has been steadfast in its support of the school resource program. It is viewed as one of the most successful police community relations programs ever initiated. Thousands of communities across the nation participate actively in School Resource Officer Programs. Parents, students, educators and police officials have experienced positive feedback due to the diligence of the School Resource function, which places uniformed police officers directly on campus. School Resource Officers serve as positive role models for youth in crisis, act as liaisons between the police, the school, the community and numerous community service organizations. The School Resource Officers provide countless hours of service to the entire community. Additionally, School Resource Officers provide traditional police services while on school property and take enforcement action on campus when appropriate.

## **RESOURCE IMPACTS**

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### **Available Funding**

While the expense for these positions is fully funded in the police operations budget, the reduction in revenue from SUSD will result in a lack of revenue to cover them. This will need to be addressed.

### **Staffing, Workload Impact**

The police officer and police sergeant positions are existing budgeted positions assigned to the schools. The School Resource Officers handle calls for service on the campus and work as detectives when possible. They follow up on their own case and other law enforcement cases related to schools. This helps reduce other departmental detective and officer caseloads. If option B is approved, the reduction of 3 School Resource Officers may result in increased calls for Patrol Officers within the School District but this will be somewhat offset by the likely reassignment of 3 former School Resource Officers back to Patrol.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Staff has no recommendation.

### **Options:**

**Option A:** Adopt Resolution No. 10174 approving an amendment to Intergovernmental Agreement No. 2012-085-COS between the City of Scottsdale and the Scottsdale Unified School District for the provision of Scottsdale Police Officers to serve as School Resource Officers that maintains current staffing levels and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000.

**Option B:** Adopt Resolution No. 10174 approving an amendment to Intergovernmental Agreement No. 2012-085-COS between the City of Scottsdale and the Scottsdale Unified School District for the provision of Scottsdale Police Officers to serve as School Resource Officers that reduces current staffing levels by three officers and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000.

## **RESPONSIBLE DEPARTMENT(S)**

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Police Department

## **STAFF CONTACTS (S)**

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Jeff Walther, Assistant Chief of Police, [jwalther@scottsdaleaz.gov](mailto:jwalther@scottsdaleaz.gov)

**APPROVED BY**

  
\_\_\_\_\_  
Alan Rodbell, Chief of Police

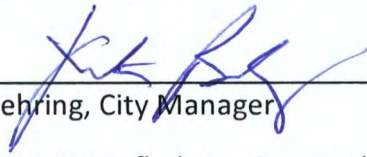
*5-27-15*  
\_\_\_\_\_  
Date

(480) 312-1900, [arodbell@scottsdaleaz.gov](mailto:arodbell@scottsdaleaz.gov)

  
Jeff Nichols, City Treasurer

(480) 312-2364, jenichols@scottsdaleaz.gov

6/2/15  
Date

  
Fritz Behring, City Manager

(480) 312-2811, fbehring@scottsdaleaz.gov

6/2/15  
Date

## **ATTACHMENTS**

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1. Option A: Resolution No. 10174
2. Option B: Resolution No. 10174
3. Intergovernmental Agreement No. 2012-085-COS
4. Option A: Amendment #1 to Intergovernmental Agreement No. 2012-085-COS
5. Option B: Amendment #1 to Intergovernmental Agreement No. 2012-085-COS
6. Letter from Dr. Peterson

RESOLUTION NO. 10174

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT NO 2012-085-COS WITH THE SCOTTSDALE UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS

WHEREAS, Arizona Revised Statutes Sections 11-951, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts; and

WHEREAS, the Amendment to this Agreement maintains current School Resource Officer staffing levels and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, amendment #1 to intergovernmental agreement no. 2012-085-COS, between the City and the Scottsdale Unified School District, for the provision of police officers to serve as School Resource Officers.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 16th day of June, 2015.

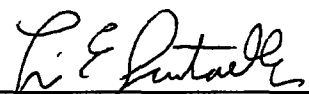
CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

\_\_\_\_\_  
W. J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Luis E. Santaella  
Senior Assistant City Attorney

Attachment #1

OPTION A

RESOLUTION NO. 10174

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT NO 2012-085-COS WITH THE SCOTTSDALE UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS

WHEREAS, Arizona Revised Statutes Sections 11-951, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts; and

WHEREAS, the Amendment to this Agreement reduces current staffing levels by three School Resource Officers and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, amendment #1 to intergovernmental agreement no. 2012-085-COS, between the City and the Scottsdale Unified School District, for the provision of police officers to serve as School Resource Officers.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 16th day of June, 2015.

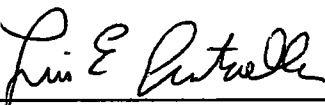
CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

\_\_\_\_\_  
W. J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Luis E. Santaella  
Senior Assistant City Attorney

### INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this 2<sup>nd</sup> day of July, 2012 (the "Effective Date"), by and between the City of Scottsdale, a municipal corporation of the State of Arizona ("City"), and the Scottsdale Unified School District ("School District").

### RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Scottsdale City Charter § 3-1, Article 1; and

Whereas, the School District is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-341 and 15-342(13); and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

### TERMS

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Police Department in the performance of this Agreement.
3. Pursuant and subject to the terms of this Agreement, the City shall provide five qualified Scottsdale Police Officers to serve as School Resource Officers at high schools located within the District. The exact school assignments shall be determined by mutual agreement between the City and District.
4. Pursuant and subject to the terms of this Agreement, the City shall provide four qualified Scottsdale Police Officers to serve as School Resource Officers on a shared basis for middle schools located within the School District. The exact school assignments shall be determined by mutual agreement between the City and School District.
5. Pursuant and subject to the terms of this Agreement, the City shall provide one qualified Scottsdale Police Sergeant to serve as the School Resource Officer Sergeant. The School Resource Officer Sergeant shall be responsible for providing day to day supervision and direction to the School Resource Officers deployed and assigned pursuant to this Agreement. It

is understood by the Parties, that the School Resource Officer Sergeant has additional duties unrelated to this Agreement and that the School Resource Officer Sergeant shall also spend a portion on his or her time on those duties and responsibilities.

6. The City shall determine the selection and placement process of all School Resource Officers including the School Resource Officer Sergeant.

7. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.

8. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities, and shall incorporate a schedule whereby the District and the City can collaborate on all related issues. Both Parties shall approve the meeting schedule.

9. The City shall supervise the work of the School Resource Officers and the School Resource Officer Sergeant, and provide the transportation and equipment necessary to accomplish all assignments.

10. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.

11. The School District shall provide suitable office space and clerical support for the School Resource Officers.

12. To the extent possible, the School Resource Officers shall be made available to the School district for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.

13. To the extent reasonably possible, mandatory police department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement.

14. In case of a police emergency, the City may call any School Resource Officer including the School Resource Officer Sergeant away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.

15. The School District shall pay on a quarterly basis to the City funds equal to eighty percent (80%) of the combined School Resource Officer City budgeted salaries and benefits and seventy two percent (72%) of the School Resource Officer Sergeant budgeted salary and benefits except for the first contract year of FY 2012/13 in which the School District shall pay to the City funds equal to fifty five percent (55%) of the combined School Resource Officer City budgeted salaries and benefits and forty nine percent (49%) of the School Resource Officer



Sergeant budgeted salary and benefits. For the first contract year of FY 2012/13, the School District shall pay \$556,153. For the second contract year of FY 2013/2014, the School District's estimated payment is \$809,900. For FY 2013/2014 and each subsequent year thereafter, the cost will be adjusted for changes based on any changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of January 1<sup>st</sup> of each year and the City shall provide preliminary cost data to the School District prior to February 1<sup>st</sup> of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

16. The School District shall pay quarterly payments according to the following schedule:

Sept 1<sup>st</sup>                      December 1<sup>st</sup>  
March 1<sup>st</sup>,                      June 1<sup>st</sup>  
Checks will be made payable to:  
City of Scottsdale  
Re: School Resource Officer IGA

Send payments to:  
City Cashier  
City of Scottsdale, Financial Services  
7447 E. Indian School  
Scottsdale, AZ 85251

17. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers including the School Resource Officer Sergeant shall remain employees of the City of Scottsdale and shall be eligible for all benefits to which City police officers are entitled as employees of the City.

18. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.

19. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.

20. The term of this Agreement shall be for a period of five years and commence on the Effective Date and shall expire on June 30, 2017, unless sooner terminated in accordance with the terms of this Agreement or as provided by law.

21. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.

22. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

23. Each party acknowledges that the other has the statutory right for three (3) years to cancel this Agreement if, while this Agreement or any extension is in effect, any person

significantly involved in negotiating, drafting or securing this Agreement on behalf of any party is (i) an employee or agent of the other party in any capacity, or (ii) a consultant to the other party with respect to the subject matter of this Agreement, as provided pursuant to A.R.S. § 38-511.

24. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:

- a. All materials, supplies, or equipment purchased by the School District for the development and implementation of this program shall remain the sole property of the School District.
- b. All materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.

25. The Contract Administrator for the City shall be police Lieutenant Ronald Bayne, or his designee or successor. The Contract Administrator for the District shall be Dr. Milissa Sackos.

25. The Parties agree to comply with the E-VERIFY Program and the provisions of A.R.S. §41-4401 as follows.

25.1 Warrant of Compliance. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

25.2 Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

25.3 Right to Inspect. Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

25.4 Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

25.5 Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it 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(A).

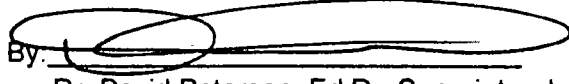
25.6 Inclusion of Article in Other Contracts: The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

26. Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

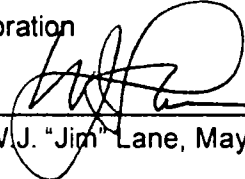
27. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


**SCHOOL DISTRICT: SCOTTSDALE UNIFIED SCHOOL DISTRICT**

By:   
Dr. David Petersen, Ed.D., Superintendent

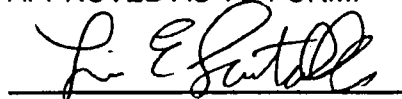
**CITY: CITY OF SCOTTSDALE, an Arizona municipal corporation**

By:   
W.J. "Jim" Lane, Mayor

**ATTEST:**

  
Carolyn Jagger, City Clerk

**APPROVED AS TO FORM:**

  
Bruce Washburn, City Attorney  
By: Luis E. Santaella  
Senior Assistant City Attorney

CERTIFICATE BY SCOTTSDALE CITY ATTORNEY

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the City of Scottsdale.

CITY ATTORNEY BRUCE WASHBURN

By: 

Luis E. Santaella

Senior Assistant City Attorney

CERTIFICATE BY ATTORNEY FOR SCOTTSDALE UNIFIED SCHOOL DISTRICT

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the Scottsdale Unified School District.

By: 

 Michelle Marshall

Michelle Marshall

Attorney for Scottsdale

Unified School District

**OPTION A:**

**AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT**

This Amendment to the Intergovernmental Agreement ("Agreement") between the City of Scottsdale, a municipal corporation of the State of Arizona ("City"), and the Scottsdale Unified School District ("School District") is made and entered into \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

Whereas, the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Scottsdale City Charter § 3-1, Article 1; and

Whereas, the School District is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-341 and 15-342(13); and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

**TERMS**

1. This Amendment shall be effective on July 1, 2015.
2. All terms and clauses of the Intergovernmental Agreement remain in effect except as modified herein.
3. The following sections replace and supersede the following sections of the Agreement:
  3. Pursuant and subject to the terms of this Agreement, the City shall provide four qualified Scottsdale Police Officers to serve as School Resource Officers at high schools located within the District. The exact school assignments shall be determined by mutual agreement between the City and District.
  4. Pursuant and subject to the terms of this Agreement, the City shall provide five qualified Scottsdale Police Officers to serve as School Resource Officers on a shared basis for middle schools located within the School District. The exact school assignments shall be determined by mutual agreement between the City and School District.
  15. The School District shall pay on a quarterly basis to the City funds equal to eighty percent (80%) of the combined School Resource Officer City budgeted salaries and benefits and seventy two percent (72%) of the School Resource Officer Sergeant budgeted salary and benefits except for the first contract year of FY 2012/13 in which the School District shall pay to the City funds equal to fifty five percent (55%) of the combined School Resource Officer City budgeted salaries and benefits and forty nine percent (49%) of the School Resource Officer Sergeant budgeted salary and benefits.

**OPTION A**

For the first contract year of FY 2012/13, the School District shall pay \$556,153. For the second contract year of FY 2013/2014, the School District's estimated payment is \$809,900. For FY 2013/2014 and each subsequent year thereafter, the cost will be adjusted for changes based on any changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of January 1<sup>st</sup> of each year and the City shall provide preliminary cost data to the School District prior to February 1st of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions. For FY 2015/2016 only, the School District's payment shall be reduced by the sum of \$300,000 and the School District shall pay \$578,336.

25. The Contract Administrator for the City shall be police Lieutenant Mathew Roadifer, or his designee or successor. The Contract Administrator for the District shall be Dr. Milissa Sackos or her designee or successor.

4. Section 26 concerning Iran and Sudan is deleted from the Agreement.

5. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**SCHOOL DISTRICT: SCOTTSDALE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. David. J. Peterson, Ed.D., J.D., Superintendent

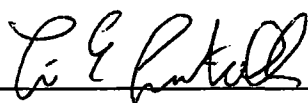
**CITY: CITY OF SCOTTSDALE, an Arizona municipal corporation**

By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

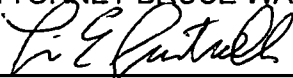
APPROVED AS TO FORM:  
CITY ATTORNEY BRUCE WASHBURN

  
By: Luis E. Santaella  
Senior Assistant City Attorney

CERTIFICATE BY SCOTTSDALE CITY ATTORNEY

The foregoing Intergovernmental Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the City of Scottsdale.

CITY ATTORNEY BRUCE WASHBURN

By:   
Luis E. Santaella  
Senior Assistant City Attorney

CERTIFICATE BY ATTORNEY FOR SCOTTSDALE UNIFIED SCHOOL DISTRICT

The foregoing Intergovernmental Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the Scottsdale Unified School District.

By: \_\_\_\_\_  
Michelle Marshall  
Attorney for Scottsdale  
Unified School District

**OPTION B:**

**AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT**

This Amendment to the Intergovernmental Agreement ("Agreement") between the City of Scottsdale, a municipal corporation of the State of Arizona ("City"), and the Scottsdale Unified School District ("School District") is made and entered into \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

Whereas, the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Scottsdale City Charter § 3-1, Article 1; and

Whereas, the School District is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-341 and 15-342(13); and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

**TERMS**

1. This Amendment shall be effective on July 1, 2015.
2. All terms and clauses of the Intergovernmental Agreement remain in effect except as modified herein.
3. The following sections replace and supersede the following sections of the Agreement:
  3. Pursuant and subject to the terms of this Agreement, the City shall provide four qualified Scottsdale Police Officers to serve as School Resource Officers at high schools located within the District. The exact school assignments shall be determined by mutual agreement between the City and District.
  4. Pursuant and subject to the terms of this Agreement, the City shall provide five qualified Scottsdale Police Officers to serve as School Resource Officers on a shared basis for middle schools located within the School District. The exact school assignments shall be determined by mutual agreement between the City and School District. For FY 2015/2016 only, two Scottsdale Police Officers shall be provided as School Resource Officers on a shared basis for middle schools located within the School District.
  15. The School District shall pay on a quarterly basis to the City funds equal to eighty percent (80%) of the combined School Resource Officer City budgeted salaries and benefits and seventy two percent (72%) of the School Resource Officer Sergeant budgeted salary and benefits except for the first contract year of FY 2012/13 in which the School District shall pay to the City funds equal to fifty five percent (55%) of the combined School Resource Officer City budgeted salaries and benefits and forty nine percent (49%) of the School Resource Officer Sergeant budgeted salary and benefits.

**OPTION B**



For the first contract year of FY 2012/13, the School District shall pay \$556,153. For the second contract year of FY 2013/2014, the School District's estimated payment is \$809,900. For FY 2013/2014 and each subsequent year thereafter, the cost will be adjusted for changes based on any changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of January 1<sup>st</sup> of each year and the City shall provide preliminary cost data to the School District prior to February 1st of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions. For FY 2015/2016 only, the School District's payment shall be reduced by the sum of \$300,000 and the School District shall pay \$578,336.

25. The Contract Administrator for the City shall be police Lieutenant Mathew Roadifer, or his designee or successor. The Contract Administrator for the District shall be Dr. Milissa Sackos or her designee or successor.

4. Section 26 concerning Iran and Sudan is deleted from the Agreement.

5. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**SCHOOL DISTRICT: SCOTTSDALE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. David. J. Peterson, Ed.D., J.D., Superintendent

**CITY: CITY OF SCOTTSDALE**, an Arizona municipal corporation

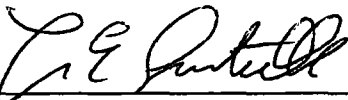
By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY BRUCE WASHBURN



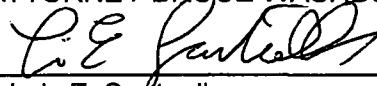
By: Luis E. Santaella  
Senior Assistant City Attorney

CERTIFICATE BY SCOTTSDALE CITY ATTORNEY

The foregoing Intergovernmental Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the City of Scottsdale.

CITY ATTORNEY BRUCE WASHBURN

By: \_\_\_\_\_



Luis E. Santaella

Senior Assistant City Attorney

CERTIFICATE BY ATTORNEY FOR SCOTTSDALE UNIFIED SCHOOL DISTRICT

The foregoing Intergovernmental Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the Scottsdale Unified School District.

By: \_\_\_\_\_

Michelle Marshall

Attorney for Scottsdale

Unified School District

# School Resource Officers in SUSD Schools

Alan Rodbell, Chief of Police  
June 16, 2015

- The Scottsdale Unified School District is facing significant fiscal and financial constraints and has requested the City absorb \$300,000 in program costs for the provision of School Resource Officers to the School District. The School District has indicated that if the City cannot absorb these costs, it would be forced to reduce the number of School Resource Officers within its middle schools.

# Current overview of Scottsdale Police School Resource

The School Resource Unit is comprised of ten Officers and one Sergeant. One Officer is assigned to the Cave Creek School District, the other nine serve Scottsdale Unified School District.

Of the 9 Officers assigned to SUSD:

- 5 serving lower levels
  - Middle School
  - Elementary
- 4 serving high schools (1 per school)
  - Chaparral
  - Desert Mountain
  - Coronado
  - Saguaro
- 19 schools total

# Quantitative Impact of Police in Middle and Elementary Schools

The 5 lower level SRO's spent 6219 hours in Middle and Elementary Schools (2013 -2014 school year):

- › 383 hours dedicated to law related education (LRE)
- › 11,189 students reached by education from SROs
- › 172 Reports Taken
  - Including, but not limited to, investigations of aggravated assaults, child abuse, sex abuse cases, burglaries and multiple drug cases.
- › 112 Supplemental Reports Written
- › 89 Field Information Reports taken
- › 349 traffic related contacts
  - Resulting in warnings or citations

# Impact of removing 3 SROs from Middle and Elementary Schools

- ⦿ 3731 less hours of officer presence on SUSD campuses
- ⦿ 230 less hours of law related education to Scottsdale youth
- ⦿ 6713 students without consistent law focused education
- ⦿ Additional calls for service volume to be managed by patrol:
  - > 103 reports
  - > 67 supplements
  - > 53 FI cards
  - > 209 less traffic related contacts
- ⦿ Risk of less crimes against children being reported due to decreased availability of police
- ⦿ Decreased police and school partnerships due to lack of time on SROs' part
- ⦿ Increased police response times to campus emergencies
- ⦿ Increased traffic related issues at schools

- In response to the SUSD request, Staff has drafted two possible amendments to the current IGA with the school district.



## ● OPTION A

- Adopt Resolution No. 10174 approving an amendment to Intergovernmental Agreement No. 2012-085-COS between the City of Scottsdale and the Scottsdale Unified School District for the provision of Scottsdale Police Officers to serve as School Resource Officers that maintains current staffing levels and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000.

## ◎ OPTION B

- › Adopt Resolution No. 10174 approving an amendment to Intergovernmental Agreement No. 2012-085-COS between the City of Scottsdale and the Scottsdale Unified School District for the provision of Scottsdale Police Officers to serve as School Resource Officers that reduces current staffing levels by three officers and reduces the School District's payment for Fiscal Year 2015/2016 by the sum of \$300,000.

## Item 41

### School Resource Officers in SUSD Schools

Alan Rodbell, Chief of Police  
June 16, 2015

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**Wyant, Erica**

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**From:** bsneed@cox.net  
**Sent:** Tuesday, June 16, 2015 5:00 PM  
**To:** Agenda Item Comment  
**Subject:** Agenda Item Comment for 06/16/15 - Item 41. School Resource Officers

Meeting Date: 06/16/15  
Item Number: 41. School Resource Officers

Contact Information (if blank, user did not provide):

Name: Bonnie Sneed  
Address: 10830 E. Raintree Dr.  
C/S/Z: Scottsdale, AZ 85255  
Phone:

Comment for 06/16/15 Item 41. School Resource Officers:

I am writing in support of maintaining the level of resource officers currently assigned to Scottsdale Unified School District. School Resource Officers are often the "ears" of the community and sustain relationships with students that might otherwise take the wrong path. Their presence often acts as a deterrent to criminal behavior, and can aid to the prevention of dangerous teen behavior.

In light of the state cuts to discretionary school budgets, I hope that you will help the students with these important safety services.

Very Respectfully Yours,

Bonnie Sneed

Scottsdale Unified School District Governing Board

## Wyant, Erica

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**From:** Khartmann@susd.org  
**Sent:** Tuesday, June 16, 2015 5:26 PM  
**To:** Agenda Item Comment  
**Subject:** Agenda Item Comment for 06/16/15 - Item 41

Meeting Date: 06/16/15  
Item Number: 41

Contact Information (if blank, user did not provide):

Name: Kim Hartmann  
Address: 10231 n 46 th street  
C/S/Z: Phoenix, Az 85028  
Phone:

Comment for 06/16/15 Item 41:

As a member of the SUSD governing board and on behalf of our Scottsdale community and 24,000 students, I would like to thank the city of Scottsdale board members for your leadership and stewardship and encourage your continued support of the SUSD school resource officers (SRO). The SROs are an invaluable resource to the safety of our students and community. We regularly hear about dales in the classroom, which is of highest priority; however this is an excellent example of outside classroom dollars that are equally critical to our mission of providing a safe learning environment. These Silas are being significantly reduced at a state level. It is only through partnerships and shared values like those of it of Scottsdale and SUSD that we are able to meet the expectations of our community. Thank you for your scontinues support.