

MEMORANDUM OF UNDERSTANDING

**Between Tipton Community School Corporation, the City of Tipton, Indiana,
through the Tipton Police Department, and the Tipton County Sheriff's Office**

For Law Enforcement Security at School Athletic Events

This Memorandum of Understanding ("MOU") is entered into by and among Tipton Community School Corporation ("TCSC"), the City of Tipton, Indiana ("City"), through the Tipton Police Department ("TPD"), and the Tipton County Sheriff's Office ("TCSO"), through the elected Sheriff. TCSC, the City/TPD, and TCSO may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, TCSC sponsors athletic events that are attended by students, staff, families, spectators, visiting teams, officials, and members of the public;

WHEREAS, TCSC has historically utilized off-duty or otherwise approved Tipton Police Department officers to provide law enforcement presence and security at designated school athletic events;

WHEREAS, TCSC may also request qualified deputies from TCSO to provide law enforcement presence and security at designated school athletic events when appropriate and available;

WHEREAS, the City, through TPD, and TCSO desire to continue supporting TCSC by making qualified law enforcement officers or deputies available for designated athletic events when staffing and public-safety needs permit;

WHEREAS, the Parties desire to establish a consistent and predictable compensation structure for such services rather than calculating reimbursement based upon varying individual officer hourly rates;

WHEREAS, the Parties desire to clearly define their respective responsibilities, assignment procedures, billing procedures, and expectations related to athletic event security;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

The purpose of this MOU is to establish a cooperative arrangement among TCSC, the City/TPD, and TCSO for the provision of law enforcement security at designated TCSC athletic events.

Nothing in this MOU requires TPD or TCSO to provide an officer or deputy when staffing, emergencies, public-safety needs, agency policy, or other circumstances make personnel unavailable. Likewise, nothing in this MOU requires TCSC to utilize TPD or TCSO security at every athletic event.

ARTICLE II: TERM AND TERMINATION

A. Term

This MOU shall become effective on the date of the last authorized signature and shall remain in effect through June 30, 2027, unless terminated or a Party withdraws earlier as provided herein.

B. Renewal

This MOU may be renewed annually by mutual written agreement of the Parties. The Parties may review and adjust event-security rates and procedures as part of any renewal.

C. Termination

Any Party may withdraw from this MOU as to itself without cause upon thirty (30) calendar days' written notice to the other Parties. Withdrawal by one law enforcement Party shall not automatically terminate the MOU between the remaining Parties, provided the remaining Parties mutually agree that continued performance is practicable.

Any Party may immediately suspend its performance under this MOU when necessary because of an emergency, public-safety concern, staffing limitation, legal requirement, agency policy, or other circumstance that makes continued performance impracticable or inappropriate.

ARTICLE III: REQUEST AND ASSIGNMENT OF OFFICERS

A. Request for Security

TCSC shall identify athletic events for which law enforcement security is requested and may request coverage from TPD, TCSO, or both. TCSC shall provide the applicable law enforcement agency reasonable advance notice when possible, including event date, approximate start time, anticipated attendance, known security concerns, and other relevant information.

B. Assignment and Staffing of Officers

Each law enforcement agency retains sole responsibility for determining whether it is able to accept a TCSC event-security request and for assigning appropriately qualified officers or deputies from its agency.

The number of officers or deputies requested for an event shall be determined by TCSC in consultation with the Chief of Police, the Sheriff, or their respective designee, as applicable, taking into consideration anticipated attendance, event circumstances, rivalry considerations, prior incidents, traffic or crowd-control needs, and other relevant safety factors. When both TPD and TCSO are providing coverage at the same event, staffing and operational coordination shall be discussed among TCSC and the designated representatives of both agencies.

C. Law Enforcement Authority

Officers and deputies assigned under this MOU remain employees and representatives of their respective law enforcement agencies at all times. Nothing in this MOU creates an employment relationship between TCSC and any TPD officer or TCSO deputy.

The applicable law enforcement agency retains responsibility for law enforcement decisions, officer supervision, training, equipment, conduct, and exercise of police authority. TCSC administrators retain responsibility for school operations and school-related decisions as described in Article V.

ARTICLE IV: RESPONSIBILITIES OF TPD AND TCSO

The City/TPD and TCSO, with respect to officers or deputies assigned by their respective agencies, shall be responsible for:

1. Assigning appropriately trained and authorized law enforcement personnel to accepted TCSC event-security requests;
2. Supervising and directing assigned personnel consistent with the applicable agency's policies, procedures, and applicable law;
3. Providing assigned personnel with necessary law enforcement equipment and identification;
4. Coordinating with designated TCSC administrators regarding event-specific security concerns when appropriate;
5. Responding to criminal activity, public-safety threats, disturbances, or other law enforcement matters arising during an assigned event consistent with applicable law and the applicable agency's procedures;
6. Maintaining responsibility for the employment status, supervision, benefits, insurance, workers' compensation, and other personnel obligations associated with their respective officers or deputies, except for the direct event-security payments made by TCSC pursuant to Article VI;
7. Ensuring that any officer or deputy assigned to event-security duty under this MOU is permitted under the applicable agency's policies to perform the assignment and receive direct payment from TCSC; and
8. Cooperating with TCSC in completing the documentation reasonably necessary for payment and internal-control purposes.

ARTICLE V: RESPONSIBILITIES OF TCSC

TCSC shall be responsible for:

1. Identifying athletic events for which law enforcement security is requested and determining whether to request coverage from TPD, TCSO, or both;
2. Providing the applicable law enforcement agency reasonable advance notice of event dates, approximate start times, anticipated attendance, known security concerns, and other relevant information;
3. Designating an administrator or other appropriate TCSC representative to serve as the primary event contact;
4. Retaining responsibility for school operations, student supervision, school discipline, event administration, facility management, ticketing, and other school-related responsibilities;
5. Promptly communicating cancellations, postponements, significant schedule changes, or emerging safety concerns to the applicable law enforcement agency when practicable;
6. Providing the assigned officer or deputy with the event-security invoice form described in Article VI; and
7. Processing properly completed and approved invoices in accordance with TCSC's normal claims, accounts-payable, tax-reporting, and internal-control procedures.

ARTICLE VI: COMPENSATION AND BILLING

A. Flat Event Rates

For approved extra-duty event-security assignments under this MOU, TCSC shall compensate each assigned officer or deputy directly at the following flat rate per event, provided direct payment is permitted by the officer's or deputy's employing agency:

- **Football Events:** \$125.00
- **Basketball Events:** \$100.00
- **Other TCSC Athletic Events:** A flat event rate mutually agreed upon in writing in advance by TCSC and the applicable law enforcement agency.

No law enforcement security assignment for an athletic event other than football or basketball shall create a financial obligation for TCSC unless the applicable rate has been approved in advance by the TCSC Superintendent or designee.

These rates are intended to cover normal event-security responsibilities, including reasonable pre-event arrival, coverage throughout the contest, and reasonable post-event presence while spectators depart. Direct payment by TCSC under this Article does not alter the officer's or deputy's employment relationship with the applicable law enforcement agency.

If an officer or deputy is assigned to an event as part of the individual's regular on-duty responsibilities rather than an approved extra-duty assignment, the applicable law enforcement agency and TCSC shall

determine in advance whether any separate event-security payment is appropriate and legally permissible.

B. Additional Officers

When more than one officer or deputy is requested and assigned, the applicable flat event rate shall apply separately to each assigned individual.

C. Extraordinary Circumstances

If an event requires substantially extended coverage because of an unusual delay, emergency, tournament circumstance, significant public-safety event, or other extraordinary condition, TCSC and the applicable law enforcement agency may mutually agree to additional compensation for the affected officer or deputy.

Any material additional charge should be approved by the designated TCSC administrator and the applicable law enforcement agency before payment whenever reasonably practicable.

D. Invoicing

For each event worked under this MOU, the assigned officer or deputy shall complete and sign an invoice form provided by the TCSC Athletic Director or administrator on duty. The invoice shall be verified by the Athletic Director or designated TCSC administrator and submitted to TCSC for payment.

Each invoice shall identify, at minimum:

1. Name of the officer or deputy assigned;
2. Employing law enforcement agency (TPD or TCSO);
3. Date of the event;
4. Type of event;
5. Approximate start and end time of the assignment;
6. Applicable event-security rate;
7. Total amount due; and
8. Signature of the assigned officer or deputy certifying that the services were performed.

The TCSC Athletic Director or designated administrator shall sign or otherwise approve the invoice to verify that the officer or deputy provided the identified event-security services.

TCSC shall process payment directly to the individual officer or deputy who performed the services in accordance with TCSC's normal claims, accounts-payable, tax-reporting, and internal-control procedures.

E. Cancellations

No event-security fee shall be charged or paid when an event is canceled before an assigned officer or deputy reports for duty, unless TCSC and the applicable law enforcement agency mutually agree otherwise because of unusual circumstances. If the assigned officer or deputy has already reported for duty before the cancellation occurs, the applicable flat event rate shall be payable unless otherwise mutually agreed.

ARTICLE VII: RELATIONSHIP OF THE PARTIES

The Parties are independent governmental entities or agencies. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, or employment relationship among the Parties beyond the cooperative arrangement expressly described herein.

No TPD officer or TCSO deputy assigned under this MOU shall be considered an employee of TCSC solely by virtue of performing event-security services or receiving direct payment from TCSC under Article VI.

Nothing in this MOU is intended to alter or supersede TPD or TCSO policies governing outside, off-duty, or extra-duty employment. No Party has authority to bind another Party to any contract, financial obligation, legal obligation, or representation except as expressly authorized in writing.

ARTICLE VIII: INSURANCE, LIABILITY, AND RESPONSIBILITY

Each Party shall maintain insurance or other risk-management coverage appropriate to its responsibilities under this MOU.

Each Party shall be responsible for the acts and omissions of its own officers, board members, employees, agents, and representatives to the extent provided by applicable law.

Nothing in this MOU shall be construed as a waiver of any immunity, defense, limitation of liability, notice requirement, or other protection available to any Party or its employees under Indiana law, including the Indiana Tort Claims Act.

ARTICLE IX: COMPLIANCE WITH LAW, POLICY, AND INTERNAL CONTROLS

The Parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, governmental policies, accounting requirements, agency policies, and internal-control procedures applicable to their respective responsibilities under this MOU.

Each law enforcement agency shall be responsible for determining whether an assigned officer or deputy is authorized under its policies to perform the extra-duty assignment and receive direct payment from TCSC.

TCSC payments under this MOU shall be processed through the Corporation's normal claims and financial-control procedures and shall be supported by appropriate documentation. TCSC shall make any tax reporting or withholding required by applicable law based on the payment arrangement in effect.

If any provision of this MOU conflicts with applicable law or governing policy, the applicable law or policy shall control.

ARTICLE X: AMENDMENT AND GENERAL PROVISIONS

A. Amendment

This MOU may be amended only by written agreement of authorized representatives of all Parties affected by the amendment.

B. Entire Agreement

This MOU represents the understanding of the Parties regarding law enforcement security services for TCSC athletic events and supersedes prior informal understandings among the Parties regarding compensation and procedures for the services covered herein.

C. Severability

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this MOU shall remain in full force and effect to the extent they can be given effect without the invalid, illegal, or unenforceable provision.

D. Governing Law and Venue

This MOU shall be governed by and interpreted under the laws of the State of Indiana. Venue for any legal action arising under this MOU shall be in Tipton County, Indiana.

E. No Waiver

Failure by any Party to enforce any provision of this MOU shall not constitute a waiver of that provision or any other provision.

ARTICLE XI: SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

TIPTON COMMUNITY SCHOOL CORPORATION

Signature: _____

Date: _____

Name: Scott Jaworski

Title: Superintendent

Signature: _____

Date: _____

Name: Rob Cochrane

Title: President, Board of School Trustees

CITY OF TIPTON, INDIANA

Signature: _____

Date: _____

Name: Kegan Schmicker

Title: Mayor

Signature: _____

Date: _____

Name: Dave Maddox

Title: Chief of Police

TIPTON COUNTY, INDIANA

Signature: _____

Date: _____

Name: Matt Tebbe

Title: Sheriff

Signature: _____

Date: _____

Name:

Title: County Commissioner