

**INTERGOVERNMENTAL AGREEMENT BETWEEN LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1 AND LAKE HAVASU CITY FOR THE DISCLOSURE OF SCHOOL SURVEILLANCE VIDEO FOOTAGE IN INSTANCES OF A CATASTROPHIC HEALTH AND SAFETY EMERGENCY**

This Intergovernmental Agreement (“Agreement”) is made by and between Lake Havasu Unified School District No. 1 (“District”), and Lake Havasu City (“City”) for the disclosure of school surveillance video footage to the City’s Police Department (“Police Department”) in limited instances of a catastrophic health and safety emergency, as allowed by the Family Education Rights and Privacy Act (“FERPA”).

**1. Term.**

This Agreement shall be effective on January 1, 2026, and shall be for a term of ten (10) years, unless terminated by either Party, prior to the expiration of the Term, as set forth in this Agreement. The Parties may extend or renew this Agreement in writing, upon mutual agreement of the Parties.

**2. District Obligations.**

In the event of a catastrophic health and safety emergency, live video feed from District cameras may be shared with the appropriate representatives of the Police Department for the sole purpose of addressing the health or safety emergency. When feasible, a District administrator will alert the Police Department to access the live video feed. For purposes of this Agreement, a “catastrophic health and safety emergency” is an exception to FERPA’s general requirement of consent to disclosure of District video footage. This exception is limited to the period of the emergency, and generally does not allow for a blanket release of personally identifiable information from a student’s education records. The District is only authorized to make disclosures that are related to an actual, impending, or imminent emergency, such as a natural disaster, a terrorist attack, or a campus shooting. *See* 34 CFR §§ 99.31(A)(10) and 99.36.

**3. City Obligations.**

The City recognizes that the District has legal limitations with regard to the disclosure of student records, such as those potentially contained on any District video footage that is disclosed to the Police Department. The Police Department agrees to utilize such information solely for the purposes contemplated by this Agreement, and, to the greatest extent possible, to safeguard the District’s disclosures and limit usage by the Police Department of the disclosed information.

The Police Department understands it is prohibited from accessing the live feed of the cameras at any time except during an active health or safety emergency occurring on a District campus or property or during pre-arranged training exercises that are mutually agreed upon by the Parties in advance. Access for pre-arranged training exercises is strictly limited to training purposes and does not constitute an emergency under FERPA. Any use or disclosure of video footage obtained during training exercises shall be limited to the training context and shall not include dissemination of personally identifiable information of students or staff beyond what is reasonably necessary for the training. The District retains the right to supervise or restrict access to the video feed during training exercises to ensure compliance with applicable privacy laws and District policies.

#### **4. Limitations on Disclosure of Information.**

The Police Department recognizes that, in general, FERPA requires consent prior to disclosure of student records. The Police Department recognizes that any disclosure of video footage, pursuant to this Agreement, is through a narrow exception to FERPA. The Police Department agrees that it will utilize the video footage only in a manner that is strictly necessary to address an actual, impending, or imminent emergency. The Police Department will make no other disclosure or usage of the video footage.

#### **5. Termination of Agreement.**

Either Party may terminate this Agreement at any time, by providing thirty (30) day written notice of termination to the other Party.

#### **6. Indemnification.**

Both Parties to this Agreement are public entities. To the fullest extent permitted by law, each Party shall defend, indemnify, save and hold harmless the other Party, and its boards, officers, agents, volunteers, and employees, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other Party, or any of its owners, officers, directors, agents, volunteers, employees or subcontractors. Additionally, the City agrees to defend and indemnify the District for any claims arising out of a violation of paragraph 4 of this Agreement.

#### **7. Miscellaneous.**

- A. **Conflict of Interest.** Pursuant to Ariz. Rev. Stat. Section 38-511, either Party may cancel this Agreement, within three years after the execution, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either, is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other Party to the contract in any capacity or a consultant to any other Party of the contract with respect to the subject matter of the contract.
- B. **Venue.** Venue and jurisdiction shall be in the Mohave County Superior Courts.
- C. **Warranties.** Each Party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement, and the disclosures provided for in this Agreement, have been duly authorized by all necessary action of the respective entity; and, that the person executing this Agreement on its behalf has the full capacity to bind that entity. Each party further represents and warrants that it has been represented by independent counsel in connection with the negotiation and execution of this Agreement, and that counsel has reviewed this Agreement.

IN WITNESS WHEREOF, the parties sign this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025, upon resolution of the District Governing Board of Lake Havasu Unified School District #1, approving this Agreement and authorizing its superintendent to sign below.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

By: \_\_\_\_\_  
Dr. Rebecca Stone, Superintendent

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Lake Havasu Unified School District #1 Governing Board.

By: \_\_\_\_\_  
Legal Counsel for Lake Havasu Unified School District #1

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025, upon resolution of the Lake Havasu City Council, approving this Agreement.

LAKE HAVASU CITY

By: \_\_\_\_\_  
Cal Sheehy, Mayor

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Lake Havasu City.

LAKE HAVASU CITY

By: \_\_\_\_\_  
Kelly Garry  
City Attorney for Lake Havasu City