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C-9201  
09/09/2014

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE  
AND  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
FOR  
SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this 9<sup>th</sup> day of September 2014, by and between the City of Glendale, a municipal corporation ("City"), and the Tolleson Union High School District No. 214 ("District"), for Copper Canyon High School, 9126 West Camelback Road, Glendale, Arizona, 85305 ("School"), a political subdivision of the State of Arizona. (City and District are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

- A. The District has funding available through its School Safety Program Grant to fund school resources officer services ("SRO Services") for Copper Canyon High School and for the District's 2015 summer school programming ("Summer School Program").
- B. The City and the District desire to enter into an agreement whereby the City will provide a sworn, certified police officer to provide SRO Services at Copper Canyon High School during the 2014-2015 school year (the "School Year").
- C. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.
- D. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Terms and Conditions
  - a. Term. The term of this Agreement shall be from July 31, 2014 until May 22, 2015 (the end of the school year).
  - b. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to the School shall be considered an employee of the City and shall be subject to its control and supervision. The SRO will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance

at all mandated training and testing to maintain police officer certification. The City, and not the District, shall determine the time of its performance of the SRO Services agreed to in this Agreement, so long as it complies with the scope of work set out in this Agreement in Section 2 and all of its subparagraphs. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to any such person. The District does not have the authority to supervise or control the actual work of the City, its employees, or its subcontractors.

- c. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the SRO's commanding officer about any issues or concerns involving the SRO. If there is an issue that cannot be resolved between the Principal or designee and the commanding officer, the District's Grants and Federal Programs Coordinator will communicate with the commanding officer or his/her superiors, as determined appropriate by the City.
- d. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.
- e. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
- f. Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for this program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

- g. **Termination.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by delivering ten (10) days written notice to the District. The District may terminate this Agreement immediately should the School Safety Grant funding became unavailable for any reason. The District further has the right to terminate this Agreement at any time that it appears in the reasonable judgment of the District that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment. In such an event, the District shall direct the SRO to return to his GPD station and shall immediately contact the SRO's superior officer and/or another person designated by the City by telephone or fax to describe the situation and the District's concern. The City, then, shall have seventy-two (72) hours to correct the problem or to schedule a meeting with the District to attempt to resolve the issue. If the issue cannot be resolved, the District and the City agree:
- i. The City shall supply the District with another certified police officer, who is trained as an SRO and shall meet the requirements of Paragraph 2, to replace the SRO, or
  - ii. The City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year, nor will the District be required to pay for the unfulfilled portion of the SRO's work (although District is required to pay for any work already performed by the SRO), or
  - iii. District may terminate the Agreement.

The District shall not be required to pay for the SRO's services during any time the SRO is reassigned to the GPD pending resolution of an issue concerning inappropriate conduct.

- h. **Cancellation.** This Agreement may be cancelled pursuant to A.R.S. § 38-511.
- i. **Dispute Resolution Process.** The Parties agree that they shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the Parties are unable to resolve the dispute or claim through negotiations, upon written request of either party, the City's Police Chief or designee, and the School Principal or designee, will attempt to resolve the matter with ten (10) days of the date of the written request that referred the matter to them. If the matter is not resolved, the matter shall be immediately referred to the City Manager or designee and the District Superintendent or designee. If the matter is still not resolved within ten (10) days, the Parties may terminate this Agreement pursuant to Paragraph 1.g of this Agreement.
- j. **Entire Agreement.** This Agreement comprises the entire agreement of the Parties and supersedes any other agreements or understandings, oral and written, whether previous to the execution of this Agreement or contemporaneous herewith. Any

amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

- k. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- l. Workers' Compensation. Any employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.
- m. FERPA Compliance. The Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
- n. Non-Discrimination. The Parties agree to comply with all state and federal law and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of age, religion, sex, race, national origin, or political affiliation shall have equal access to employment opportunity.
- o. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
- p. E-Verify. The 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. The 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 the right to appeal the determination.
- q. Fingerprinting Requirements. The Parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.
- r. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any



SRO position who demonstrates a commitment to the goals of the School Safety Grant.

- c. The City will invoice the District for payment of the SRO's services on a monthly basis.
- d. During the days the School is not in session, the police officer assigned as a School Resource Officer ("SRO") shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee. The City agrees that it is responsible for 100% of the SRO's salary and expenses when the SRO is assigned to work at another location during times the School is not in session.
- e. The City shall ensure that the designated GPD officer(s) performing SRO Services attend annual training provided by the Arizona Department of Education ("ADE").
- f. The City shall ensure that the SRO's GPD supervisor attends training provided by the ADE.
- g. The SRO(s) performing SRO Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. SROs must be present and accessible on the Copper Canyon High School ("CCHS") campus as assigned by the Grant. Absent an emergency, the SRO shall not be called away from the CCHS. If the SRO is called away on police business, including but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time and the costs shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the Grant, the District shall be invoiced for that time.
- h. The City shall ensure that the SRO(s) assigned to CCHS complete 180 hours of Law Related Education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.
- i. The SRO will maintain a weekly activity log that tracks his/her LRE instruction hours, teacher and subject or staff/community group the instruction was directed at, the topic of each LRE lesson, and the time that the SRO spends off of CCHD campus during duty hours. The SRO shall also provide a monthly recap of LRE activities, law enforcement activity, and time on campus to be presented to the Principal.
- j. The City shall, within ten (10) business days of a request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of criminal records report, etc.

- k. To the extent permitted by law, City specifically agrees that it shall indemnify the District, for costs, including, but not limited to, actual damages, compensatory damages, punitive damages, and any related attorneys' fees and costs that arise from an SRO's use of physical force on students or the interviewing and searching of students where the SRO is acting outside of or in excess of the District's rules and policies related to use of physical force or interviewing and searching students.
  
- l. The SRO assigned to CCHS shall:
  - i. Serve as a liaison between the School and GPD.
  - ii. Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
  - iii. Consult with students, parents, teachers, and School officials regarding problems and issues and will be knowledgeable of referral agencies in order to provide information to the requesting parties.
  - iv. Work with other unit members and School personnel and provide supervision in a positive, cooperative, and productive manner.
  - v. Enforce all applicable laws in a fair and consistent manner.
  - vi. Perform tasks or assignments as instructed by the GPD supervisor.
  - vii. Educate the students and School personnel by providing relevant and informative educational programs.
  - viii. Be flexible in his/her work schedule to attend major events (without causing the SRO to incur overtime hours) as deemed appropriate by School administration.
  - ix. Maintain a highly visible presence on and around campus.
  - x. Be available for duty at CCHS each day that School is in session during the regular school year. Other than any GPD-related activities that the SRO may perform when not at the School, the SRO's activities will be restricted to CCHS except for:
    - 1. Follow-up home visits when needed as a result of School related student problems.
    - 2. Incentive programs approved by the Parties.
    - 3. In response to off-campus, but School related criminal activity.
    - 4. In response to emergency police activities.
    - 5. To attend mandatory GPD meetings.
    - 6. To attend mandatory GPD programs to maintain continuing proficiency standards to maintain police officer certification.
    - 7. To attend any scheduled court hearings, trials, or grand jury that requires the SRO's appearance.

**3. Obligations of the District:**

- a. The District shall reimburse the City monthly for the services the City provides pursuant to its obligations identified in Paragraph 2 of this Agreement. Specifically, the District agrees:

- i. To pay the City an amount not to exceed \$72,775.31 for the 2014-2015 school year for the SRO's benefits and salary unless summer school is assigned to CCHS, in which case, the District will pay the City an amount not to exceed \$80,052.83 for the 2014-2015 school year and summer school session.
  - ii. The District will not pay for SRO Services for any times that school is not in session, nor for any personal vacations or sick leave taken by the SRO during times that school is in session.
  - iii. The SRO's time worked at CCHS must be substantiated by time cards and approved by the Principal or his/her designee. The District and the City shall share equally the cost of the SRO's overtime worked on school-related investigations, with each Party paying 50% of the cost. The District shall not use Program Grant funds to pay any part of overtime costs for the SRO's overtime. The SRO must obtain approval from the GPD before working on any school-related overtime. Overtime payments shall not exceed, under any circumstance, twenty (20) hours annually. The City shall pay 100% of the SRO's costs during the one month summer vacation and any other times that school is not in session and the City assigns the SRO to City related duties.
  - iv. The District shall pay invoices from the City within fifteen (15) days of receipt, so long as proper documentation is on file to support the invoiced amount.
- b. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for the SRO to effectively perform his/her duties.
- c. The District will complete an SRO performance assessment twice per year. The SRO(s) will assist the Principal with the preparation of the assessment based upon requirements of ADE and the District. The District will share the performance assessment with the SRO's GPD supervisor.
- d. The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year.
- e. No District or CCHS administrator shall interfere with the sworn law enforcement duties of a GPD officer. It is agreed, however, that at such times as the SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of District rules and policies regarding interviewing and searching students and/or the use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not be responsible for assistance in administrative discipline, unless a definitive danger is perceived by school staff or the student is suspected of breaking a criminal law.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

CITY OF GLENDALE, an Arizona  
municipal corporation

  
Brenda S. Fischer, City Manager

ATTEST:

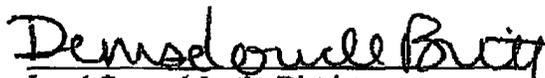
  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

By:   
Tolleson Union High School District No. 214

Approved as to Form and within the powers and  
authority of the District:

  
Legal Counsel for the District