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09/09/2014

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE AND GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR SERVICES OF SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered into this 9th day of September 2014, by and between the City of Glendale, a municipal corporation ("City"), and the Glendale Elementary School District No. 40 ("District"), for Challenger Middle School, 6905 West Maryland Avenue, Glendale, AZ 85303, and Harold W. Smith Elementary School, 6534 N 63rd Avenue, Glendale, AZ 85301 ("Schools"), political subdivisions of the State of Arizona. (City and District are referred to herein individually as a "Party and collectively as the "Parties").

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 11, 2014 to May 28, 2015. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School's administration and student population in reducing crime on the School's campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.

2. Term. The term of the Agreement shall be from August 11, 2014 until the end of the School year, May 28, 2015. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.

3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School 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 state police officers certification. 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 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 such person.

5. Cost. District agrees to pay the City $72,775.31 for the 2014-15 school year for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due quarterly upon receipt of an itemized statement detailing services rendered.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at the assigned School shall be as follows:

   6.1 Serve as a liaison between the School and GPD.
   6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
   6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
   6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
   6.5 Enforce all applicable laws in a fair and consistent manner.
   6.6 Perform an authorized tasks or assignments as instructed by the GPD supervisor.
   6.7 Educate the students and School personnel by providing relevant and informative educational programs.
   6.8 Be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
   6.9 Maintain high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:

   7.1 Follow-up home visits when needed as a result of School related student problems.
   7.2 Incentive programs approved by the Parties.
   7.3 In response to off campus, but School related criminal activity.
   7.4 In response to emergency police activities.
   7.5 Mandatory GPD meetings.
   7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
   7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

   8.1 The District will provide each police officer an office and such equipment, as is necessary, at the assigned School. The equipment shall include a telephone and filing space capable of being secured.
   8.2 The Schools agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its 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 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 then-current fiscal year and the City and the District shall relieved of any subsequent obligation under this Agreement.

11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for 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, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

14. FERPA Compliance. Both 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.

15. Non-Discrimination. Both Parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

16. 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.

17. E-Verify. Both 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. Both 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 of the right to appeal the determination.

18. Foreign Prohibitions. Both Parties certify under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

19. Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to CITY:	Glendale Police Department Attn: Chief Debora Black 6835 North 57th Drive Glendale, Arizona 85301
With a copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
If to DISTRICT:	Glendale Elementary School District No. 40 Attn: Sue Pederson 7301 North 58th Avenue Glendale, AZ 85301

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

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:
Glendale Elementary School District No. 40

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

Legal Counsel for the District