

**CITY CLERK
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**C-10938
06/14/2016**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
PEORIA UNIFIED SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement ("Agreement") is entered into this 14 day of June 2016, by and between the City of Glendale, a municipal corporation ("City"), and the Peoria Unified School District ("District"), for Cactus High School, 6330 West Greenway Road, Glendale, AZ 85306, and Ironwood High School, 6051 West Sweetwater Avenue, Glendale, AZ 85304 ("Schools"), political subdivisions of the State of Arizona. (City, District and Schools 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 10, 2016 to May 25, 2017. 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 10, 2016 until the end of the School year, May 25, 2017. 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 \$78,084.00 for the 2016-17 school year based on a daily rate of \$433.80 for 180 school days 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 upon receipt of an itemized statement.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at their 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 authorized tasks or assignments as instructed by their GPD supervisor.
 - 6.7 Educate the students and School personnel by providing relevant and informative educational programs.
 - 6.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 6.9 Maintain a 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 their assigned School. The equipment shall include a telephone and filing space capable of being secured.
 - 8.2 The Schools agree 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 be 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.

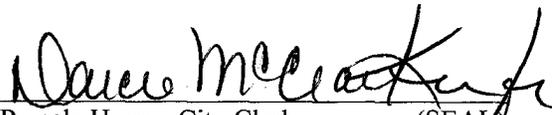
IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation



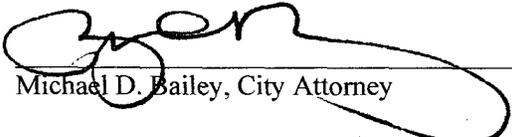
Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

By: 

Ken Rich
Peoria Unified School District

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



Clyde R. Thompson
Legal Counsel for the District