CITY CLERK
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C-10107
06/23/2015

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 23 day of June, 2015, 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 ("CCHS"), 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 resource officer services ("SRO Services") for CCHS.

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 CCHS during the 2015-2016 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 30, 2015 until June 30, 2016 (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 School Safety Officer ("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. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines. 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.

The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and unfettered legislative decision of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriate and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the District informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The District hereby waives any and all rights to bring any claim against the City from or relating in any way to City's termination of 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/her 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 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

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 District nor City must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identify or expression, genetic characteristics, familial status, U.S. military veteran status, or any disability. The District will require any Sub-contractor to be bound to the same requirements as stated within this section. The District, and on behalf of any sub-contractors, warrants compliance with this section.

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.

To the extent applicable under A.R.S. § 41-4401, the Parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties also agree that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement. The Parties acknowledge that the other party retains the legal right to inspect the papers of the other Party's contractor and subcontractor employees that work on this Agreement to verify such compliance.

q. Fingerprinting Requirements. The City represents and warrants that it will ensure that each officer assigned to perform services on district property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

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 other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the Parties.

s. Notices. 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 addresses 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:	Tolleson Union High School District No. 214 Attn: Hilda Ortega-Rosales 9801 West Van Buren Street Tolleson, Arizona 85353
With a copy to:	*Udall Shumway, PLC* Attn: Cathleen Dooley 1138 N. Alma School Road, Ste. 101 Mesa, Arizona 85201

t. Time References. All references to "days" within this Agreement mean calendar days, and not business days.

u. Both parties to the Agreement accept the guidelines as set out in the School Safety Program Manual, which is attached as Exhibit A to this Agreement.

2. Obligations of the City:

a. During the School Year, the City shall provide SRO Services to the District at CCHS on an hourly basis, as required by the Principal, but not to exceed forty (40) hours per week. In determining which GPD Officer(s) to assign as SRO to the District's CCHS, the City will review and consider the SRO Recommended Qualifications and Recommended Job Description set out in the School Safety Program guidelines (Ex. A). If feasible in the sole discretion of City, the SRO assigned to the school will be the same individual from year to year if new agreements are executed for the remainder of the School Safety Program Grant. The City agrees that in the event it provided SRO Services throughout the three year School Safety Grant Program at CCHS, it will assign no more than three separate SROs to CCHS during the three year cycle.

b. The City agrees to involve the District, including CCHS personnel, in the selection process for assigning an officer to the SRO position if the currently assigned officer must be replaced. This process will include allowing a CCHS administrator to be on the final selection committee once GPD has identified final candidates for the position. The City agrees that it will select an officer for the

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 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 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. <u>Obligations of the District</u>:
   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 $93,990.73 for the 2015-2016 school year for the SRO's benefits and salary. The District will pay the City an amount not to exceed $8,754.00 for the 2015-2016 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. To pay the City an amount not to exceed $93,990.73 for the 2015-2016 school year for the SRO's benefits and salary. The Fiscal Year (FY) 2016 School Safety Program application is a continuation application for year two of a three year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2015 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2015, the lesser amount of the two must be requested.

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, not to exceed 20 hours annually. 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. The District shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

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.

f. The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service at CCHS.

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

Richard A. Bowers, Acting 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

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