

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION ON THE GLENDALE POLICE DEPARTMENT
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into by and between the municipal corporations of the City of Glendale and the City of El Mirage for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a “Party” and may be referred collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 *et. seq.* and A.R.S. Section 13-3872, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, the locations of each Party’s jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

II. PURPOSE

The purpose of this Agreement is to allow members of the El Mirage Police Department to participate as Special Weapons and Tactics (SWAT) Team Operators with the Glendale Police Department SWAT Team. This includes participation in all activations and training.

III. ACTIVATION, DEPLOYMENT, AND RESOURCES

The Glendale Police Department SWAT Team consists of (23) Glendale Police Officers and (1) El Mirage Police Officer, along with (4) Glendale Police Sergeants. The SWAT Team (“Members”) report to the Glendale Police Department Emergency Response Unit

Lieutenant ("Leader"). The Leader shall be responsible for the deployment of the SWAT Team to respond to high-risk operations, that include, but are not limited to, Hostage Rescue, Barricaded Suspects, Search Warrants, Mega Events (with security needs), and other operations where deterrence, high-risk mitigation, or quick reaction force is necessary. All Members are required to respond, based on the normal operating standards, to support the Leader's activation of the SWAT Team to accomplish the designated operation. The Leader may delegate certain tasks to members based on the operational needs.

Either Agency to the Agreement may request activation or deployment of the SWAT Team. It shall be the responsibility of the Agency requesting activation to contact the assigned Leader, or the designated on-call SWAT Sergeant, via the assigned cellular phones.

The Agency that has jurisdiction over the incident or investigation will retain overall incident command. However, the SWAT Leader has the responsibility for making the final approval when implementing tactical plans, using specific equipment/resources, and whether the request for activation meets the standards for deployment.

The SWAT Leader and the designated SWAT Sergeants are responsible for planning and scheduling monthly/annual training. The SWAT Members are responsible for attending the training as it is scheduled.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include, but are not limited to, employee salary, shift differential pay, specialty pay, overtime compensation, benefits, vehicles, medical requirements, equipment (individual, operational, training), etc. In no event shall any Party charge the other for any fee for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as

"Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona.

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XI. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed

to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating SWAT Team members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

Neither this IGA, nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

No term or provision in this IGA is intended to create a partnership, joint venture or agency arrangement between the Parties.

XII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this

Agreement.

XIII. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on this _____ day of _____, 2024.

CITY OF EL MIRAGE, an Arizona
municipal corporation

By: _____
Crystal Dyches
City Manager

ATTEST:

Sharon Antes
City Clerk

APPROVED AS TO FORM:

Justin Pierce
City Attorney

Reviewed By: Paul Marzocca
Paul Marzocca
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Justin Pierce
City Attorney

Date: _____

IN WITNESS WHEREOF, the Party named below has executed this Agreement on this _____ day of _____, 2024.

CITY OF GLENDALE, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Reviewed By: _____
Chris Briggs
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Michael D. Bailey
City Attorney

Date: _____