

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

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Glendale, a municipal corporation (“City”), and, and Deer Valley Unified School District (“District”), for Deer Valley High School 18424 North 51st Avenue, Glendale, Arizona 85308, and Mountain Ridge High School, 22800 North 67th Avenue, Glendale, Arizona 85310 (“Schools”) a political subdivision of the State of Arizona (City, District and School are referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

- A. The District has funding available for school resource officer services at the Schools.
- B. The City and the District desire to enter into an agreement whereby the City will assign one police officer to each School from August 1, 2024 to May 22, 2025.
- C. The police officers will work with and aid the School’s administration and student population in reducing crime on the School campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.
- D. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.
- E. 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. Term. The term of the Agreement shall be from the first day of the 2024-25 school year, August 1, 2024 until the last day of the school year, May 22, 2025. During the days the Schools are not in session, the police officers shall perform their regular police duties at a station as determined by the Chief of Police or his/her designee.
- 2. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

3. 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.

4. Cost. The annual salary and benefit amount for a school resource police officer is \$167,933.68. The amount prorate for the ten-month school year is \$139,944.73. District agrees to pay the City 25% (34,986.18) for each police officer’s salary and benefits for the ten-month 2024-25 school year. City will fund the remaining 75% (\$104,958.55) for each police officer’s salary and benefits for the ten-month 2024-25 school year. 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.

5. Police Officer Responsibilities. The police officer’s duties and responsibilities while at their assigned School shall be as follows:
 - 5.1 Serve as a liaison between the School and GPD.
 - 5.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - 5.3 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.
 - 5.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
 - 5.5 Enforce all applicable laws in a fair and consistent manner.
 - 5.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
 - 5.7 Educate the students and School personnel by providing 180 hours of relevant and informative educational programs.
 - 5.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 5.9 Maintain a high visible presence on and around campus.

6. 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:
 - 6.1 Follow-up home visits when needed as a result of School related student problems.
 - 6.2 Incentive programs approved by the Parties.
 - 6.3 In response to off campus, but School related criminal activity.
 - 6.4 In response to emergency police activities.
 - 6.5 Mandatory GPD meetings.
 - 6.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers' certification.
 - 6.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

7. District Responsibilities.
 - 7.1 The District will provide the 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.
 - 7.2 The School agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

8. 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.

9. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the officer's direct supervisor about any issues or concerns involving the officer. If there is an issue that cannot be resolved between the Principal or designee and the officer's direct supervisor, a District representative will communicate with the GPD Training Lieutenant or his/her superiors, as determined appropriate by the City.

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. 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.
12. Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.
13. 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.
14. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
15. 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.
16. 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.
17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
18. 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.
19. Non-discrimination. Both Parties agree not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
20. E-verify. District complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
21. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration

of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

22. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

If to CITY: Glendale Police Department
 Attn: Police Chief Chris Briggs
 6835 North 57th Drive
 Glendale, Arizona 85301

With a copy to: Glendale City Attorney
 5850 West Glendale Avenue
 Glendale, Arizona 85301

If to DISTRICT: Deer Valley Unified School District
 Attn: Curtis Finch, PhD
 20402 North 15th Avenue
 Phoenix, Arizona 85027

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

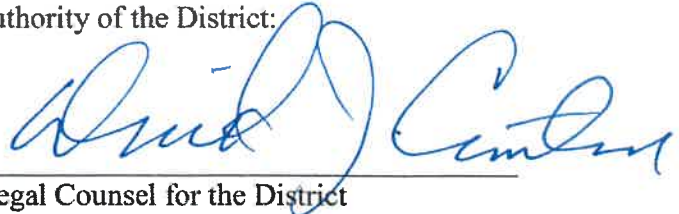
Michael D. Bailey, City Attorney

School District



Curtis Finch, PhD, Superintendent

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



Legal Counsel for the District

08.08.2024