

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of **July 1, 2026** between the City of Goodyear, an Arizona municipal corporation (the “City”) and the Agua Fria Union High School District No. 216, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services (“SRO Services”) for Desert Edge High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide SRO Services at Desert Edge High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 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 hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Desert Edge High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the “ADE”) and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon 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 successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO’s time spent at Desert Edge High School, including all overtime, must be substantiated by time cards and approved by the high school’s Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay \$625.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Desert Edge High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2026 until June 30, 2027, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
 1900 N. Civic Square
 Goodyear, AZ 85395
 Attn: Kini Knudson, Interim City Manager

With copy to: Roric Massey, City Attorney
 1900 N. Civic Square
 Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
 1481 North Eliseo Felix Jr. Way, Suite 110
 Avondale, AZ 85323
 Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
 1481 North Eliseo Felix Jr. Way, Suite 110
 Avondale, AZ 85323

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 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.

3.9 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. 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 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 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 then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 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.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 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 workers' compensation".

3.14 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.

3.15 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 and 2009-09, which are 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.

3.16 Disposition of Property upon Termination of the Agreement: 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.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF GOODYEAR, an
Arizona municipal corporation

“District”

AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Kini Knudson, Interim City Manager

By: _____
Mark Yslas, Superintendent

Date: _____

ATTEST:

Jasmine Pernicano, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

Jeffrey Stratman, Esq, Attorney for the District

Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.



GOODYEAR POLICE DEPARTMENT

Policy and Procedure Manual

POLICY 3.63 SCHOOL RESOURCE OFFICER UNIT

Effective:
09/18/2020

Replaces:
01/13/2013

Approved:


1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents, and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
 - A. To keep school campuses safe, so that teachers can teach and students can learn.
 - B. Provide students with a positive role model through the exhibition of Department and City core values.
 - C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
 - D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
 - E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
 - F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
 - G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
 - H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.
 - A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in

reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.

- B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and / or crime scene, and ensure the safety of the students and staff, until properly relieved.
2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.
- A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.
 - B. The SRO will be familiar with the student handbook of their respective school.
 - C. They will also support the concept that teachers have the right to teach and students have the right to learn.
 - D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.
 - E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT

- A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.
- B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):
 - 1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.
 - 2. The SRO will conduct investigations for all crimes that occur on their designated school campus.
 - 3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
 - 4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
 - 5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
 - 6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.

7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
 8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
 9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.
 10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).
- C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.
- D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.
2. SRO DUTIES AND RESPONSIBILITIES
- A. The following are the primary duties and responsibilities of the SROs:
1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements.
 2. Take appropriate action for any on-sight situations requiring police attention.
 3. Act as a liaison and resource between the law enforcement community, other governmental agencies, and the school.
 4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
 5. Conduct investigations involving school or students.
 6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
 7. Participate in special assignments related to Departmental activities such as the point of contact for major events.
 8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
 9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
 10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
 11. Attend special events as necessary to interact and prevent problems.
 12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
 13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
 14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.

15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES

- A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
 1. The school administration cannot be used as an agent to search a student's locker.
 2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
 3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.

2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS

- A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
- B. For all situations that require immediate police response, schools should call 9-1-1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
 1. Immediate life-threatening emergency
 2. Large or serious fight in progress
 3. Unruly crowds
 4. Disruptive parent who will not leave or calm down
 5. Bomb threats
 6. Child abuse (in progress and welfare of child)
 7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
 8. Safety hazards (i.e., chlorine, natural gas leaks)
- C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
 1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
 2. Mandatory Reporting Law (A.R.S. 13-3620)
 3. Burglary (where the school is the victim and evidence may be present)
 4. Vehicle burglaries with the victim standing by
 5. Assaults (with serious injury)
- D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
 1. Theft (no suspects, no witnesses)
 2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
 3. Threats or intimidation (no suspects, no witnesses.)
 4. Criminal damage (no suspects, no witnesses)

5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
 - A. Work schedules should remain flexible based upon the needs of the school on any given day / event.
 - B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.
 - C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
 - D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
4. When sick leave / family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.