

## **INTERGOVERNMENTAL AGREEMENT**

### **USE OF FACILITIES FOR DISASTER RELIEF SERVICES**

This Intergovernmental Agreement (“Agreement”), is made and entered into pursuant to A.R.S. § 11-952 between Maricopa Unified School District #20, a political subdivision of the state of Arizona (“Facility Provider”) and the City of Maricopa, an Arizona municipal corporation (“City”), for the purpose of setting forth the terms and conditions by which Facility Provider may provide Facilities to the City for use in the event of any emergency. Facility Provider and the City are referred to herein individually as “Party” and collectively as “Parties”.

#### **Recitals**

- A. In certain circumstances, the City may provide emergency disaster relief services, including, but not limited to, providing shelter (“Disaster Services”) to victims of a disaster.
- B. To assist with providing Disaster Services, the City desires to use Facility Provider’s buildings, grounds, vehicles and equipment (“Facilities”) for mass care shelters and other Disaster Services as may be requested or beneficial to the City and the victims.
- C. Pursuant to A.R.S. § 15-342(13) Facility Provider desires to assist with the City’s provision of Disaster Services by providing Facilities to the City for its use in such circumstances as set forth in this Agreement.

#### **Agreement**

The Parties mutually agree as follows:

- 1. In the event of a declared emergency or disaster, and upon request of the City, Facility Provider may, at its sole discretion, permit the City to use its Facilities for Disaster Services at no rental cost to the City pursuant to the terms and conditions of this Agreement.
- 2. The City will provide Facility Provider with as much notice as possible of the need for the use of the Facilities and will use the Facilities for not more than 30 days, unless otherwise mutually agreed by the Parties in writing.
- 3. The City acknowledges that the Facility Provider may have the need to enter into agreements similar to this Agreement with other disaster relief service providers and that the City has no right by virtue of this Agreement to be the exclusive user of the Facility Provider’s facilities in the event of a declared emergency or disaster.
- 4. The City will exercise reasonable care in the use of the Facilities for Disaster Services and will:

- 4.1 Provide the appropriate level of staffing to assure that the Facilities are used in a safe and healthy manner throughout the period of the City's use of Facilities;
- 4.2 Monitor and control the activities of individuals provided with Disaster Services at the Facilities to assure that their activities:
  - (A) Comply with the law and any rules and regulations of the Facilities;
  - (B) Are suitable and appropriate for the Facilities;
  - (C) Are limited to the areas designated by Facility Provider for their use;
  - (D) Do not disrupt, or are as minimally disruptive as possible, relative to Facility Provider's other use of the Facilities pursuant to this Agreement;
- 4.3 Maintain the Facilities in good condition, normal wear and tear excepted, and assure that the Facilities remain in the same condition they were when it was made available for use by to the City, including making any repairs to damage caused during use by the City, if any.
- 4.4 The City will bear all costs associated with providing Disaster Services, including the replacement or reimbursement of any foods, paper products, and/ or supplies of Facility Provider that may be consumed by persons relative to carrying out this Agreement and for the cost of repairing any damage, beyond normal wear and tear, caused by those utilizing the Facilities within thirty (30) days after the Facility Provider submits a bill detailing those expenses.
- 4.5 Other than stated in 4.4, each Party retains title to property it owns, even upon termination of this Agreement.
5. The City will defend, hold harmless, and indemnify Facility Provider and all of its officers, employees, agents and volunteers against any and all liability, claims, or causes of action brought by any person in respect to bodily injury, death, property loss and property damage, arising from the City's use of the Facilities, except that Facility Provider will remain liable for its own negligence, if any-
6. The City will maintain at least Eight Million Dollars (\$8,000,000.00) worth of insurance coverage, either as separate policy or as part of a "blanket policy," making the Facility Provider a co-insured on the Policy. The City will provide the Facility Provider with documentation of liability insurance coverage, and to inform the Facility Provider immediately of a cancellation or decrease in coverage. District agrees that it will maintain all existing liability insurance coverage for its personnel, land, buildings, equipment and physical assets while its facilities are used for Disaster Service purposes.

7. The City and Facility Provider acknowledge that this Agreement has been approved by their respective legislative bodies or other competent authority.
8. The duration of this Agreement shall remain in effect until such time a Party terminates this Agreement as provided herein.
9. Either Party may terminate this Agreement by providing to the other Party written notice of termination not less than 30 days prior; however, in no instance may this Agreement be terminated during a period in which Disaster Services are provided in the Facility.
10. Notice. 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 address as may be given in writing from time to time:

If to City:

City of Maricopa  
Attn: City Manager  
45145 W. Madison Ave  
Po Box 610  
Maricopa Az. 85139

If to Facility Provider:

Maricopa Unified School District  
Attn: Superintendant  
44150 W. Maricopa/Casa Grande Highway  
Maricopa AZ. 85138

11. 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. Both 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 of the right to appeal the determination.
12. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
13. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

14. The Parties agree not to discriminate against any employee or applicant for employment, any member of the public or any employee or student of District because of sex, race, religion, color, national origin, age, disability, genetic code, political affiliation or veteran's status in violation of federal or state laws, rules, regulations or executive orders.
15. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
16. This Agreement will be governed and interpreted by the laws of the State of Arizona and enforced in the federal and/or state courts in the State of Arizona. In the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona will control.
17. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MARICOPA UNIFIED SCHOOL  
DISTRICT #20

CITY OF MARICOPA

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Superintendant

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Maricopa  
Unified School District

\_\_\_\_\_  
Maricopa City Attorney