

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MARICOPA AND THE
MARICOPA UNIFIED SCHOOL DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this _____ day of July, 2012, by and between the CITY OF MARICOPA, a subdivision of the State of Arizona (“City”) on behalf of the City of Maricopa Police Department and MARICOPA UNIFIED SCHOOL DISTRICT #20, a subdivision of the State of Arizona (“District”).

RECITALS

A. The Parties are authorized to enter into this Agreement by A.R.S. §§ 11-951 et seq., and 15-342(13).

B. The District is authorized by A.R.S. § 15-154 to place peace officers and juvenile probation officers in its schools in accordance with an approved School Safety Program, and the District has funds available for such purposes.

C. The District is required by A.R.S. § 15-341 and A.R.S. § 13-2911 to report to local law enforcement any suspected crimes against persons or property and any incidents that could potentially threaten the safety or security of pupils, teachers or administrators.

D. The City and the District desire to enter into this Agreement to designate the City of Maricopa Police Department as the District’s law enforcement unit to provide a procedure for reporting criminal activity and to maximize cooperation and coordination of efforts in order to enhance the safety and security of the District and the community. The City and the District will jointly assign a school resource officer (“SRO”) to the District to perform the services set forth herein.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be for one (1) year beginning July 1, 2012, and ending June 30, 2013, unless terminated earlier as provided herein. This Agreement may be renewed annually for two (2) additional one (1) year terms upon the approval of both Parties. During the term of this agreement, MUSD shall apply for any grant funding available for the SRO position as it becomes available.

2. **School Resource Officer (“SRO”).**

2.01 The City and the District will jointly select an SRO to be assigned to Maricopa High School using the City’s certified employment criteria and the SRO recommended

qualifications, job description and the Guidelines for “The Hiring Process.”

2.02 The SRO will attend the basic academy for law-related education and once completed, the SRO will continue to develop his or her skills by attending advanced academies as provided in the Grant.

2.03 The performance of the SRO shall be jointly evaluated annually by the site administrator/principal at Maricopa High School (“Site Administrator”) and the Maricopa Police Department in accordance with the recommendations of the Guidelines for “The Performance Evaluation.”

3. **Services.**

3.01 The City and the District will jointly implement a law-related curriculum through activities, such as, but not limited to, special classes, the integration of law-related issues into regular classes, the integration of a teen court, or any other law-related curriculum and activities deemed appropriate by the parties.

3.02 The roles and responsibilities of the City and the District in connection with the School Safety Program shall be as identified in the Guidelines.

3.03 The SRO will:

- Assist the school staff with classroom instruction of law-related education.
- Make both formal and informal contact with students.
- Assist with developing programs to control truancy, identify students who may be under the influence of alcohol or other substances and deter weapons or potential weapons on school campus.
- Help instill a sense of security and self-esteem in a positive way on the campus.
- Relate with students as a role model and provide a bridge of trust between youth and law enforcement in a non-negative manner.
- Assist in the development of an evaluation component to assess the effectiveness of the School Safety Program.
- Fulfill his or her duties as a sworn law enforcement officer for the State of Arizona.
- During the days that school is not in session, including summer and intersession, the SRO shall perform the duties as outlined in the Guidelines.
- Other duties as deemed appropriate between the parties.

3.04 The District and the Site Administrator shall not interfere with the duties of the SRO as a sworn law enforcement officer.

3.05 The City and the District will collaboratively determine the office hours for the SRO. Office hours should accommodate the needs of both the City and the District. However, the needs of the District will be of paramount importance.

3.06 The City will have the sole authority for (a) discipline of the SRO and (b) the implementation of policies and procedures in the handling of law enforcement matters. The City shall have a written document describing the general chain of command and channels of communication and shall provide such document to the District.

3.07 The City and the District will have joint authority over responsibilities of non-police matters identified in the School Safety Program.

3.08 The District shall provide office space that provides privacy for the SRO to conduct his or her responsibilities under this Agreement in a confidential environment. The District shall provide an office that includes necessary equipment for the SRO to perform his or her duties, including, but not limited to, telephone, desk, chair, filing cabinet, current computer and printer, as provided in the Grant.

4. **Costs.** The District and the City shall equally share the salary and benefits costs for the SRO during the regular school year. The City shall be solely responsible for the costs of salary and benefits for the SRO outside of the regular school year. The District shall pay to the City the sum of and not to exceed Thirty-Seven Thousand and Five Hundred Dollars and 00/100 (\$37,500.00) for the services of the SRO during the initial term of this Agreement. The District shall pay the full amount of \$37,500 within thirty (30) days of the month ending June, 31, 2013. If MUSD is awarded grant funding for the SRO position, the City shall be reimbursed through the utilization of such funding.

5. **Accounting, Reporting and Documents.**

5.01 Funds paid to the City by the District shall be handled and accounted for in accordance with the regular operating procedures established by the City and the District.

5.02 The City shall provide the District with documentation of the amounts expended to support the SRO on a quarterly basis.

5.03 The assigned SRO shall establish and maintain procedures and controls that are acceptable to both City and the District.

5.04 All books, accounts, reports, files and other records of the City and the District relating to this Agreement shall be kept for a period of five (5) years after the termination of this Agreement.

5.05 All records, reports and program evaluations not related to official acts or performance of the SRO will be shared jointly with the District and the City.

6. **Termination.** This Agreement may be terminated by either party if, in its judgment, such action is necessary due to (a) funding unavailability; (b) statutory changes in the School Safety Program; (c) either party's failure to implement or operate the approved School Safety Program; or (d) either party's noncompliance with this Agreement. Any termination must be in writing, stating the reason for the termination and sent via certified mail to the other party. Termination of this Agreement will be effective thirty (30) days after receipt of such notice.

7. **Independent Status.** Except as provided in paragraph 8, *infra*, both parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures or associates of each other. The employees, agents or contractors of one party shall not be deemed or construed to be the employees or agents of the other party.

8. **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 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."

9. **Indemnity.** Each party hereby agrees to indemnify and hold the other party harmless from and against any and all liability, loss, damage or expense arising out of this Agreement, including, without limitation, court costs and reasonable attorney's fees imposed upon the indemnified party by any person or entity, but only to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the indemnifying party, its officers, officials, agents, employees or volunteers.

The City agrees to indemnify and hold the District harmless from and against all claims, suits, damages, costs, losses and expenses of whatsoever kind or nature in any manner arising out of or connected with payments of the School Resource Officers' salaries and benefits, payroll deductions, workers' compensation, unemployment benefits or personnel grievance matters.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless executed in writing by the parties.

11. **Severability.** If any part, term or provision of this Agreement shall be held illegal,

unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

12. **Governing Law and Venue.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

13. **Notices.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City: City of Maricopa
Attn: City Manager
PO Box 610
Maricopa, AZ 85139

If to District: Maricopa Unified School District
Attn: Director of Business Services
44150 West Maricopa/Casa Grande Highway
Maricopa, AZ 85138

14. **Assignment and Delegation Prohibited.** Neither party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other party, which may be withheld for any reason or for no reason.

15. **No Third Party Beneficiaries.** Only the parties to this Agreement may enforce the Agreement. The parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.

16. **Waiver of Terms and Conditions.** The failure of City or District to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.

18. **Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

19. **Non-Discrimination.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement, and including, but not limited to, those laws, ordinances, Executive Orders, rules, regulations, standards, and codes mandating non-discrimination on the basis of race, religion, sex, age, national origin, disability or political affiliation.

20. **FERPA.** 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

21. **Iran and Sudan.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both parties certify that they do not have a scrutinized business operation in either Sudan or Iran.

22. **Fingerprinting and Background Check.** The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.

23. **E-Verify.** Both 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 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. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

MARICOPA UNIFIED SCHOOL
DISTRICT #20

CITY OF MARICOPA

By _____
Board President

By _____
Mayor

ATTEST:

ATTEST:

Superintendent

City Clerk

APPROVED:

APPROVED:

Attorney
For the Maricopa Unified School District

City Attorney