

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MESA UNIFIED SCHOOL DISTRICT #4
AND
CITY OF MESA, AN ARIZONA MUNICIPAL CORPORATION

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the MESA UNIFIED SCHOOL DISTRICT #4 ("District"), an Arizona political subdivision, and the CITY OF MESA ("City"), an Arizona municipal corporation, the authority of A.R.S. § 11-952.

The School Safety Program was established by A.R.S. § 15-154 in 1994 for the purpose of placing School Resource Officers (SRO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus; deter delinquent and violent behaviors; serve as an available resource to the school community; and provide students and staff with Law-Related Education instruction and training.

District and City are authorized by A.R.S. § 11-951 et. seq. to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

District and City desire to work in cooperation with one another to further the goals of the approved "School Safety Program" in accordance with the Guidance Manual. Through this Agreement, City will assign law enforcement officers to District to perform the services listed in paragraph two below. Therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

1. Duration of Agreement

This Agreement shall begin on the 1st day of August 2017 and shall terminate on the 31st day of May 2020.

2. Services to be Performed

The law enforcement officers assigned to District shall team with security specialists of District and probation officers assigned by the Maricopa County Juvenile Court, creating a team to service schools in District. These law enforcement officers shall provide services, on campus and in the community in an emergency, associated with keeping the schools safe. These uniformed law enforcement officers shall be assigned on a full-time basis to the school campuses in order to monitor these campuses, especially before and after school and during lunch hours, in order to assist District safety efforts and to serve as a possible deterrent to criminal activity. The law enforcement officers will conduct criminal investigations and follow up investigations related to crime by or between students and on campus.

Law enforcement officers and school administration shall work together in terms of developing programs and providing consultation regarding safety factors and how to

handle volatile situations. Students will also be allowed to meet with law enforcement officers to discuss issues in a non-threatening environment.

Law enforcement officers will provide 180 hours of Law Related Education to students per year as a preventative education approach; and assist in developing programs and providing consultation regarding safety factors.

Any other services that are agreed upon in writing between District and City relating to the subject matter of this Agreement shall be performed.

3. Finance and Budget

The State of Arizona Department of Education has provided funding to Mesa Unified School District #4 for the placement of law enforcement officers in District schools as part of the "School Safety Program". These funds may be applied during the 10 month school year, as applicable, to time specifically dedicated to program development, upgrading Law Related Education and instructing or attending SRO related training.

a. Annual District Payment to City of Mesa

Maximum allowable annual payment per school for SRO salary, employee related expenses:

- Carson Jr. High School - \$119,022
- Dobson High School - \$119,022
- East Valley Academy High School - \$122,559
- Freemont Junior High School - \$122,482
- Kino Junior High School - \$122,559
- Mountain View High School - \$119,022
- Poston Jr. High School - \$119,022
- Red Mountain High School - \$119,022
- Rhodes Jr. High School - \$118,219
- Skyline High School - \$112,848
- Taylor Jr. High School - \$119,022
- Westwood High School - \$119,625

Reimbursement request to District will be based on actual salary plus employee related expenses and will not exceed the maximum listed above.

b. Payment Terms

For each of the three years this IGA is in effect, District will be billed as follows:

- August through September
- October through November
- December through February
- March through May

District will remit billed amount to City within thirty (30) days of billing. The District shall pay reasonable late fees for delayed payment upon mutual agreement of the District and City. Late fees shall not be paid from School Safety Grant funds.

4. Inappropriate Expenditures

City and District shall expend funds only for the purposes and uses specified in the approved plan and budget. City and District agree to reimburse the Arizona Department of Education for any unauthorized or inappropriate expenditures that are not in compliance with the approved plan and budget and this Agreement. Funds shall not be used to pay City or District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of accounting, payroll, data processing, purchasing, personnel, and building use.

5. Fund Accounting

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

6. Reporting and Records

All books, accounts, reports, files and other records relating to the Agreement shall be kept for five years after termination of the Agreement. Any information concerning students or District employees relating to the Agreement may be disclosed by District only as permitted by federal and state law.

7. Termination and Modifications

a. Termination

Either party may terminate this Agreement with thirty (30) days-notice to the other party if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) either party's noncompliance with this Agreement. Any termination must be in writing, stating the reason therefor and, sent by certified mail.

b. Modifications

Any modification to this Agreement must be by mutual written consent of the parties.

8. Employment Status of Law Enforcement Officer

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement and the "School Safety Program" both parties hereto 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 subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

The law enforcement officer's hours will be determined by the City and the District.

City recognizes the necessity of interfacing with District in relation to assignments, hours, and discipline issues of the law enforcement officer and will consult with the relevant parties if/when problems arise.

9. Compliance With the Arizona Legal Worker's Act

To the extent applicable under A.R.S. § 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. 23-214(A). The Parties' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party. The Parties retain the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

10. Dispute Resolution

- (a) Except as otherwise provided herein, any controversy between the parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.
- (b) A meeting will be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the parties have not succeeded in resolving the dispute (subject to approval by the parties' governing bodies), the will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. The parties will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.
- (c) The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings shall be borne equally by the parties. Each party's costs and expenses will be borne by the party incurring them.

11. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

12. Invalidity of Part of the Agreement

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

13. Governing Law

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

14. Conflict of Interest

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

15. Compliance with Non-Discrimination Laws

City and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. City and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

16. Compliance with School Safety Program Guidelines

The City and the District agree to implement this Agreement in accordance with the School Safety Program guidelines ("Guidelines") established by the School Safety Program Oversight Committee, including and without limitation the following guidelines:

- a. District and City shall accept the School Safety Program guidelines.
- b. District and City shall accept the roles and responsibilities established by the School Safety Program guidelines.
- c. The school resource officer ("SRO") shall fulfill his/her duties as a sworn law enforcement officer for the State of Arizona.
- d. No District or school administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.
- e. The District and City accept their roles and responsibilities as established by the Guidelines.
- f. The school shall provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties, i.e., telephone, desk, chair, filing cabinet, up-to-date computer and printer as provided in the grant.
- g. The District or City shall provide a copy of the application, award notification and Agreement to each officer by July 31st or as soon as the Agreement is signed by all parties.
- h. The District or City shall send officers annually to School Safety Program required trainings and provide for all related travel expenses as provided in the grant.
- i. The District and school shall have a written document describing the general chain of command and channels of communication for the District and school.
- j. The District and City shall use the SRO recommended qualifications and job description in the Guidelines in their officer recruitment efforts.

- k. The City has discretion in the selection and school assignment of the SROs, and shall abide by the Guidelines for the hiring process. The District will provide SRO performance feedback to the SRO's supervisor.
- l. The District and City shall conduct SRO performance evaluations in accordance with the Guidelines.
- m. In the event an appeal is necessary, the District and City shall follow the appeal procedure in the Guidelines.
- n. The Guidelines provide additional information regarding:
 - SRO Recommended Qualifications and Recommended Job Description
 - The Hiring Process
 - Officer Training
 - 10 Month Position
 - Summer/Intersession Activities
 - The Appeal Procedure
 - Performance Evaluation
- o. The City agrees to provide an SRO for 10 months to:
 - Carson Jr. High School
 - Dobson High School
 - East Valley Academy High School
 - Freemont Junior High School
 - Kino Junior High School
 - Mountain View High School
 - Poston Jr. High School
 - Red Mountain High School
 - Rhodes Jr. High School
 - Skyline High School
 - Taylor Jr. High School
 - Westwood High School

17. Notices

Al Moore
Director, School Safety and Security
Mesa Unified School District No. 4
63 E. Main Street #301
Mesa, AZ 85201

Ramon Batista
Police Chief
Mesa Police Department
Post Office Box 1466
Mesa, AZ 85211

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date written below.

District
Mesa Unified School District No. 4

City
City of Mesa

This ____ day of _____, 201__

This ____ day of _____, 201__

By: _____
Dr. Mike Cowan
Superintendent
Mesa Public Schools

By: _____
Christopher J. Brady
City Manager
City of Mesa

ATTEST:

ATTEST:

Alice Swinehart, Secretary
Governing Board
Mesa Public Schools

City Clerk
City of Mesa

Copies of appropriate action by ordinance, resolution, or otherwise authorizing the respective parties to enter into this Agreement are attached hereto.

In accordance with A.R.S. §11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

This ____ day of _____, 201__

This ____ day of _____, 201__

By: _____
Thomas W. Pickrell
General Counsel
Mesa Public Schools

By: _____
Jacqueline Ganier
Assistant City Attorney
City of Mesa