

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
QUEEN CREEK UNIFIED SCHOOL DISTRICT
AND
CITY OF MESA
FOR
CAMERA AND SURVEILLANCE SYSTEM EMERGENCY ACCESS**

This Intergovernmental Agreement (“**IGA**”) is entered into this ____ day of _____, 2024, by and between the Queen Creek Unified School District #95, a political subdivision of the State of Arizona, (“**District**”) and the City of Mesa, a political subdivision of the State of Arizona (“**City**”) for the provision of emergency access to District campus surveillance systems by the Mesa Police Department. District and City may be referred to herein individually as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, District and City are authorized to enter into this IGA pursuant to A.R.S. §§ 11-951 *et seq.*

WHEREAS, Mesa Police Department responds to calls for police service at specific District school campuses (“**District Campus(es)**”) located within the boundaries of the City.

WHEREAS, Mesa Police Department School Resources Officers perform certain public safety services in specific District school campuses.

WHEREAS, in the event of an ongoing emergency on a District Campus or involving a District Campus, the Parties desire to provide first responders with information available through the respective District Campus security camera and surveillance systems (collectively, “**Campus Surveillance System(s)**”) in the interest of the safety of all involved.

WHEREAS, the Parties desire to work in cooperation with one another to further the public interests served by prompt and informed emergency response services pursuant to applicable laws, policies, and the terms of this IGA.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

I. PURPOSE AND INTENT

The purpose of this IGA is to set forth the responsibilities of the Parties for the provision of emergency access to Campus Surveillance Systems, and to address legal and administrative matters among the Parties.

II. SCOPE AND CONDITION

A. District shall provide Authorized Users of the City the limited ability to access Campus Surveillance Systems solely for the purpose of responding to an Emergency occurring on or involving a District Campus. The permission provided under this IGA is solely

for Emergency circumstances and only for the District Campuses involved in such Emergency. For the purpose of this IGA:

1. **“Authorized User”** means a City employee identified by the Mesa Police Department as essential to providing an active or ongoing emergency response, whose knowledge of the Campus Surveillance System is necessary to protect the health or safety of students or other persons, and who is authorized by the Chief of Police, or their designee, to access Campus Surveillance Systems.
 2. **“Emergency”** means an active or ongoing situation in which articulable facts indicate that a significant threat to the health or safety of a student or other individuals exists and disclosure of information within the Camera Surveillance Systems is necessary to protect the health or safety of a student or other individual.
- B.** City shall provide information of the Authorized Users to District. Access to Campus Surveillance System(s) shall be granted to Authorized Users through secure technology with an option allowing the Campus Surveillance System(s) to be utilized by Authorized Users remotely.
- C.** City will promptly notify District whenever the Campus Surveillance Systems are accessed and provide a log of all accessed records. City acknowledges and agrees that access utilized by an Authorized User to any Campus Surveillance System shall only be utilized during and in response to Emergency occurring on or involving a District Campus. Authorized Users are not required to obtain prior approval from the District to utilize their access to the Campus Surveillance System(s) in response to an Emergency occurring on or involving a District Campus. Authorized Users shall not access any Campus Surveillance System for any other purpose or at any other time without the District’s express written permission for such non-Emergency access. City shall not access the Campus Surveillance System of any District Campus that is not involved in the Emergency without the District’s express written permission.
- D.** City shall promptly notify District of any Authorized Users who are no longer identified as an Authorized User. District may revoke an Authorized User’s access to Campus Surveillance System(s), after providing written notice to and conferring with the City, if an Authorized User is found to have utilized their access to Campus Surveillance System(s) in violation of this IGA or is no longer identified as an Authorized User by the City. All Authorized User access log information shall be kept by District and may be provided to City upon request.

III. TERM, TERMINATION AND RENEWAL

- A.** This IGA shall become effective on the ___ day of _____, 2024 and shall remain in effect for five (5) years thereafter, unless otherwise terminated or renewed as provided herein.
- B.** Either Party to this IGA may request a renewal of this IGA for up to an additional five (5) years term by providing advance notice at least sixty (60) days prior to the termination date. Any renewal of this IGA must be via a written mutually agreed upon.
- C.** Either Party may terminate this IGA, with or without cause, by providing fifteen (15) days’ advance written notice of termination to the other Party.

IV. RESPONSIBILITIES OF THE PARTIES

- A. District will provide City with access to Campus Surveillance Systems pursuant to the terms of this IGA.
- B. City will access Campus Surveillance Systems only in an Emergency pursuant to the terms of this IGA. City will provide copies of reports and/or other supporting documentation related to the City's utilization of access to Campus Surveillance Systems upon the District's request.

V. CONFIDENTIALITY

City acknowledges and agrees that Campus Surveillance System footage is subject to the provisions and confidentiality provided under the Family Education Rights and Privacy Act (20 U.S.C. 1232g; 34 C.F.R. Part 99) ("**FERPA**"). City agrees that any use of Campus Surveillance System footage will comply with FERPA and City shall not access Campus Surveillance System footage outside of the terms of this IGA.

VI. SUPERVISION, EQUIPMENT AND MATERIALS

No employee, agent, or volunteer of a Party shall be deemed to be an employee, agent or of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, and volunteers during the performance of this IGA. Each Party will be responsible for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning any Party's personnel involved in the performance of this IGA, and each Party agrees to hold the other Party harmless from any liability thereof.

District shall have sole supervisory authority over District personnel, operations, services, property, facilities and materials; and City shall have sole supervisory authority over City personnel, operations, services, property, facilities and materials.

Except as otherwise provided in this IGA, the Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

VII. RECORDS

Each Party acknowledges and agrees that the other Party shall respectively administer records in its possession according to its applicable laws, regulations, rules, and policies.

VIII. OPEN COMMUNICATIONS

District and City shall maintain open communications between each Party's designated point of contact ("**POC**"), listed in **Section XI.A** below, to ensure the agreed upon performances are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.

IX. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties, and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA.

X. INDEMNIFICATION

To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party (as “**Indemnitee**”), its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to the duty to indemnify, defend and hold harmless set forth in this Section, then the Indemnitee agrees to cooperate with the Indemnitor in the defense of the Claim, at the Indemnitor's sole cost and expense, but only to the extent that such Claim is not related to an independent Claim of the third-party against the Indemnitee that is not subject to this Section.

XI. STANDARD TERMS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following:

If to District: Superintendent
Queen Creek Unified School District No. 95
20217 East Chandler Heights Road
Queen Creek, AZ 85142

If to City: Chief of Police
City of Mesa
P.O. Box 1466
Mesa, AZ 85211

With a copy to:
City Attorney
City of Mesa
20 E Main St
Mesa, AZ 85201

B. Modification. This IGA shall not be modified or extended, except by a mutually signed written agreement.

C. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA

shall not be construed to imply authority to perform any tasks, or accept any responsibility, of the other Party not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

- D. Governing Law and Venue.** this IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in a court of appropriate jurisdiction in Maricopa County.
- E. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each Party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this IGA shall be brought in the Maricopa County Superior Court.
- F. Non-assignment.** This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- G. Entire IGA.** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.
- H. Severability.** If any part, term or provision of this IGA shall be held unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. 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 IGA.
- J. Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. Compliance with Laws and Policies.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA.
- L. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

- M. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal, state, or local laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither Party shall discriminate against any employee, client or any other individual on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information.
- N. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this IGA to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- O. No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care different from the standard of care imposed by law.
- P. Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- Q. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either Party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- R. Uncontrollable Events.** No Party shall be in default of this IGA if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected including, but not limited to, flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been

expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

- S. Counterparts.** This IGA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by the following duly authorized representatives:

DISTRICT

Queen Creek Unified School District No. 95

This ____ Day of _____ 2024

By: _____
Dr. Perry Berry
Superintendent
Queen Creek Unified School District

ATTEST:

Governing Board
Queen Creek Unified School District

Copies of the 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 body.

This ____ Day of _____ 20__

By: _____
Attorney for District

CITY

City of Mesa

This ____ Day of _____ 2024

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

ATTEST:

City Clerk
City of Mesa

This ____ Day of _____ 20__

By: _____
Attorney for City