

**INTERGOVERNMENTAL AGREEMENT BETWEEN**

**MESA UNIFIED SCHOOL DISTRICT #4**

**AND**

**THE CITY OF MESA**

**FOR THE**

**EXPERIENCE CORPS PROGRAM**

**THIS AGREEMENT is entered into by and between Mesa Unified School District #4 (“District”), whose principal office is located at 63 E. Main St., Mesa, AZ 85201, and THE CITY OF MESA (“City”), 20 E. Main St., Mesa, AZ 85201.**

**RECITALS:**

**WHEREAS, the District and the City desire to enter into this Agreement for the implementation of the Experience Corps (EC) program which was created to bring the experience of older adults in service to children and youth in schools and in out of school time;**

**WHEREAS, ARIZ. REV. STAT. § 11-952(A) provides that public agencies may enter into intergovernmental agreements for the provision of services or for joint/cooperative actions;**

**WHEREAS, the City is authorized by A.R.S. § 11-951 et seq. to enter into this Agreement, and the City Council has authorized the City Manager or designee to sign this Agreement on behalf of the City; and**

**WHEREAS, the District is authorized by A.R.S. §§ 11-951 et seq. and 15-342 (13) to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the District.**

**NOW THEREFORE, the District and the City, in consideration of the foregoing and of the mutual promises contained herein, hereby agree as follows:**

**I. Purpose**

**The purpose of this Agreement is to enable the District and the City to implement the EC program in selected Elementary Schools within the District.**

**II. Term of Agreement**

**The term of this Agreement begins on July 1, 2023 and ends on June 30, 2024. This Agreement may be renewed for five (5) additional one-year terms by written agreement of the Parties thirty (30) days prior to expiration of the term.**

**III. Termination**

**Either party may terminate this Agreement by providing the other party a thirty (30) calendar day written notice.**

**IV. Description of the Project**

**Experience Corps is a volunteer program in which older adults serve as tutors to help elementary school children increase their literacy skills. The purposes of EC are two-fold: to increase social contributions of older adults and to provide critical resources to children. Through EC, children will improve their academic and social performance and will**

participate in productive activities, and schools will strengthen their ties with the community.

The EC program will recruit, train, place, and supervise a team of adults to serve at school sites. The adult volunteers will serve children through direct service such as one-on-one tutoring and small group activities. The adult volunteers will provide indirect service to children through activities such as recruiting additional volunteers for the school, organizing district-approved projects that benefit the school and developing enrichment activities for the children.

EC volunteers may not participate in any religious or political activities during their volunteer time at the school.

The District will not assign EC volunteers to any assignment which would displace employed workers.

#### **V. City Responsibilities**

The City will:

1. Provide a team of regularly scheduled volunteers to tutor and assist with literacy-related activities as determined by the City and the school sites.
2. Recruit and interview prospective volunteers. The City understands that a volunteer is not enrolled in the program until a criminal background check, which includes satisfactory fingerprint results, has been completed by the District pursuant to A.R.S. §§ 15-512 and 41-1750. Once a prospective volunteer has been cleared by the criminal background check, the District will notify the City.
3. Train, support and place volunteers at the school sites.
4. Provide orientation to school staff prior to placement of volunteers.
5. Provide a program coordinator to serve as a liaison between the school staff and the EC volunteers, coordinate the activities of EC volunteers, and provide program orientation to teachers and other school staff.
6. Provide accident and liability insurance for all EC volunteers.
7. Keep records of service for all volunteers, including signed time sheets and personnel records.
8. Retain full responsibility for project management and fiscal control of the project.
9. Cooperate with the District to locate alternative sources of funding once initial funding provided by the District is exhausted.

## **VI. District Responsibilities**

The District will:

- 1. Provide funding for the first year of the program coordinator's salary. The District shall reimburse the City for the program coordinator's salary on a monthly basis upon receipt of an invoice from the City. The total funding provided by the District shall not exceed sixty thousand dollars (\$60,000.00). For each year thereafter, the District agrees to cooperate with City to identify alternative sources of project funding.**
- 2. Perform criminal background checks, which include fingerprinting, on prospective EC program volunteers.**
- 3. Designate individuals to serve as liaisons for the project at the district office and at each school site.**
- 4. Provide guidance to volunteers on assignment in coordination with the City's EC coordinator.**
- 5. Have the right to require that the City's EC coordinator re-assign a volunteer to another position or remove a volunteer from the school.**
- 6. Provide a safe place for volunteers to keep personal belongings and have meetings.**
- 7. Provide volunteers the ability to attend appropriate in-service trainings.**
- 8. Provide a quiet place for volunteers to tutor in either the classroom setting or other space.**
- 9. Notify the City's EC coordinator and volunteers in advance of any special school events that might alter volunteer schedules.**
- 10. Notify and invite, when appropriate, the City's EC coordinator and other City staff to scheduled site-based management meetings, staff faculty meetings, Parent Teacher Organization and other parent information meetings.**
- 11. Notify the City's EC coordinator prior to any policy changes that affect the City's EC volunteers or the program.**
- 12. Recognize the City's EC volunteers' achievements at events and at other appropriate times during the school year.**
- 13. Provide to the City's EC coordinator/staff and volunteers an assigned time to meet with classroom teacher, reading specialist or other designated staff to cover overviews of curriculum, classroom expectations, policies and procedures, tutoring**

space, supplies and materials space, contact information, means of communication, daily assignments, student progress and feedback to volunteers.

14. Participate in occasional site visits with national EC staff and City staff.
15. In consultation with the City's EC coordinator, conduct investigations and report accidents and injuries involving volunteers.
16. Provide FastBridge Assessment results for participating students as requested by the City's EC coordinator.

#### **VII. Indemnity**

Each Party to this Agreement (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Party, and such Party's elected officials, appointees, officers, officials, employees, volunteers, agents, and directors (collectively, "Indemnitee") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys' fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

#### **VIII. Insurance**

The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

#### **IX. General Provisions**

- A. **Entire Agreement; Integration; Amendments.** This Agreement constitutes the full and complete understanding and agreement of the Parties as to its subject matter. This Agreement supersedes any and all previous representations, understandings, and agreements relating to its subject matter. This Agreement may not be modified except in writing signed by both Parties.
- B. **Severability.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. The term found invalid will be ineffective without invalidating the remaining terms and provisions of this Agreement.
- C. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the parties warrant their 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 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 under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is 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 the other party. The parties shall cooperate with the 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.

D. **Termination for Conflict of Interest.** The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

E. **Notices.** Any notice required under this Agreement shall be delivered or sent via Certified Mail (Return Receipt Requested), personal delivery, or email to the following persons and shall be effective upon delivery. The designated representatives for notice purposes may be changed by written notice to the other Party.

For the District:  
Renee Parker  
Director of Community Outreach  
63 E. Main St. #101  
Mesa, AZ 85201

For the City:  
Sarah Tolar  
Education & Workforce Administrator  
Mesa City Plaza  
20 E. Main St., 6<sup>th</sup> Floor  
Mesa, AZ 85201

F. **Default.** If either party fails to perform or comply with the terms or conditions of this Agreement, such failure shall be considered an event of default and the non-defaulting party may terminate this Agreement forthwith.

F. **Waiver.** The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any subsequent breach.

H. **Applicable Law.** This Agreement shall be construed under the laws of the State of Arizona. Arizona Revised Statutes §§ 12-133 and 12-1518 may require arbitration of a dispute. Otherwise, the dispute is subject to the jurisdiction of the Maricopa County Superior Court.

I. **Books and Records.** All books, accounts, reports, files, and other records relating to this Agreement shall be subject at all reasonable times to inspection by either party during the time this Agreement is in effect and for three (3) years after

termination of this Agreement.

- J. Binding Agreement; No Assignment.** This Agreement shall be binding upon the successors and assigns of the Parties. The Parties may not assign this Agreement or any of its rights, or delegate any performance under this Agreement without the prior written consent of the other Party.
- K. No Discrimination.** The parties shall not unlawfully discriminate, either in the provision of services or employment against any person on the basis of race, color, sex, gender identity or expression, sexual orientation, religion, national origin, age, disability, familial status, or veteran status.
- L. No Partnership, Employer or Joint Venture Relationship.** In forming this Agreement, the parties are exercising their respective separate powers as authorized under A.R.S. § 11-952. It is hereby expressly understood and agreed that this Agreement does not in any way or for any purpose create or intend to create the relationship of agent, servant, employee, partnership, joint venture or association as between the parties at any time during the term of this Agreement or any renewal thereof.
- M. No Third Party Beneficiaries.** Nothing in this Agreement gives any rights or benefits to anyone but the parties. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of the City and the District and not any other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement.

CITY OF MESA, an Arizona  
municipal corporation

MESA UNIFIED SCHOOL  
DISTRICT #4

By:

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

Christopher J. Brady  
City Manager

\_\_\_\_\_  
Dr. Andi Furlis  
Superintendent

ATTEST:

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

The foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes §11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the District under the laws of the State of Arizona.

  
\_\_\_\_\_  
District Attorney

6-20-23  
Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes §11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Mesa under the laws of the State of Arizona.

  
\_\_\_\_\_  
Assistant  
City Attorney

6/20/23  
Date