

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF MESA, ARIZONA AND
THE QUEEN CREEK UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement ("Agreement") made this day ____ of _____, 2022 by and between the City of Mesa, Arizona, a municipal corporation (hereinafter referred to as the "City"), and the Queen Creek Unified School District #95, a political subdivision of the State of Arizona (hereinafter referred to as "QCUSD").

1. STATUTORY AUTHORITY

The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the City.

QCUSD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the QCUSD.

2. PURPOSE

City and QCUSD desire to work in cooperation for the purpose of placing a single sworn Mesa police officer as a School Resource Officer (SRO) at Eastmark High School ("campus") grounds Monday through Friday to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs 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.

3. QCUSD OBLIGATIONS

3.1. Not interfere with the duties of the SRO as a sworn law enforcement officer.

3.2. Reimburse City in an amount not to exceed the SRO's regular salary and benefits for up to 40 regular hours of work for services provided under this Agreement Monday through Thursday each week for 10 months per 12-month year. The parties shall establish by separate agreement the rate to be paid for the services of the assigned SRO on Fridays. Any additional regular or overtime hours shall be approved in advance in writing by QCUSD. QCUSD's obligations to pay as described in this Section 3.2 shall extend to the salary and benefits or overtime hours of a single officer. Should the assigned SRO be absent, QCUSD will pay for the substitute officer's salary and benefits or agreed upon overtime hours while assigned to QCUSD, but in no event shall QCUSD be required to pay for the salary and benefits, or overtime of both the assigned SRO and the substitute for the same period of time unless otherwise agreed by the parties in writing.

3.3. Pay the City within 30 days of receipt of an invoice from the City.

3.4. Assist SRO in developing programs and providing consultation regarding safety factors specific to school campuses.

3.5. 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 as further defined in 5.7 i.e. telephone, desk, chair, filing cabinet, up-to-date computer and access to a printer

3.6. Establish a School Safety Assessment and Prevention Team that meets quarterly.

3.7. Require the school administrator evaluate the SRO twice per year as further defined in 5.8. The school administrator shall share the assessment with the SRO's supervisor.

3.8. Require the school administrator meet formally with the SRO Supervisor at least once per semester.

3.9. The School Administrator is responsible for administration of all school discipline.

3.10. Require a teacher to be present in the classroom at all times while the SRO implements LRE classroom instruction. Teacher and SRO shall work cooperatively in the planning and delivery of law related education ("LRE").

3.11. Develop in conjunction with City a written document describing the chain of command for officers, school administrators and the Mesa Police Department ("MPD").

3.12. If District receives grant funds designated for the School, Education, and Community Resource Officer Program, some or all of the expenses under this Agreement may be used to reimburse City therewith.

3.13. Neither District or City will charge the other for any administrative fees incurred under this Agreement.

4. **City Obligations**

4.1. Identify and assign a Mesa police officer as SRO to QCUSD campus of Eastmark High School to perform the SRO obligations outlined in this Agreement Monday through Thursday. The City understands that it is important to QCUSD to have consistency in the position of its SRO and agrees to use its best efforts to ensure the SRO position is filled by the same Mesa police officer Monday through Friday and as referenced in 3.2 above. Law enforcement officers will work a 4-10 hour day schedule.

4.2. The SRO is a member of the School Safety Assessment and Prevention Team.

4.3. Assign a supervisor for the SRO. The SRO Supervisor shall work with the school administrator to oversee the SRO's performance and perform the duties outlined in this Agreement, including but not limited to conducting site visits, ensuring the SRO keeps a weekly activity log, accepting assessment forms completed by the school administrator, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

4.4. Pay the one-time costs of placing the SRO into service. This may include a fully equipped patrol vehicle, personal communications equipment, officer safety equipment and computing equipment.

4.5. Pay costs associated with the employment of the SRO assigned to campus that exceed the amount agreed to be paid by QCUSD, including but not limited to salary, benefits and overtime not otherwise previously approved in writing by QCUSD.

4.6. Require the SRO(s) to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO(s) shall be assigned on a full-time basis to the school campus (10 months per 12 month period) in order to monitor the campus, especially before and after school and during lunch hours, in order to assist school administration safety efforts and to serve as a possible deterrent to criminal activity, provided, however, that this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities required by the MPD.

4.7. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for the State of Arizona, including conducting criminal investigations and following-up on investigations related to crime between students and on campus.

4.8. Require the SRO provide at least 140 hours of LRE to students as a preventative education approach. The SRO and Teacher assigned by QCUSD shall work together in the planning and delivery of the LRE.

4.9. Require the SRO to fully complete a weekly activity log, which shall include:

- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teach/subject
- Time spent per LRE lesson
- Total hours for planning and preparation
- LRE topic taught for each class
- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned in to SRO Supervisor.

4.10. The SRO may assist in developing programs and providing consultation regarding safety factors specific to the school campus. Students will also be allowed to meet with the SRO to discuss issues in a non-threatening environment.

4.11. Require the SRO and the SRO Supervisor to participate in annual SRO training.

4.12. Develop in conjunction with QCUSD a written document describing the chain of command for officers, school administrators, and MPD.

5. Employment Status of Law Enforcement Officers

- 5.1. Employment Status In performance under this Agreement, City and District will be acting in their individual government capacities and not as agents, associates, employees, partners, or joint ventures of the other.
- 5.2. The agents, associates, employees or subcontractors of one party shall not be deemed or construed to be the agents, associates, employees or subcontractors of the other.
- 5.3. Hours. Law enforcement officer's hours will be determined at the discretion of the City.
- 5.4. Assignments, Hours, and Discipline. City recognizes the necessity of coordinating and discussing with District assignments, hours, and discipline issues of the law enforcement officer and will consult with the relevant parties as needed.
- 5.5. Status. The sworn Mesa police officers assigned to Queen Creek Unified Schools and referenced above, shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona and District or school administrator shall not interfere therewith.
- 5.6. Selection. City has the discretion in the selection and assignment of the SRO assigned to Eastmark High School.
- 5.7. Office Space. The school shall provide office space that provides privacy for the sworn Mesa police officer to conduct confidential business. The office shall include necessary equipment for an officer to perform duties to include telephone, chair and desk. City shall provide the sworn Mesa police officer with computer equipment necessary to conduct law enforcement business.
- 5.8. Performance Evaluation. District in consultation with MPD shall conduct performance evaluations on the sworn Mesa police officer assigned to the Queen Creek Unified Schools and referenced above. In the event an appeal is necessary, City and District shall follow the appeal process in Management Policy 300, Performance Appraisal Program.

6. INDEMNIFICATION

Each Party to this Agreement (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Party, and such Party's officers, officials, employees, 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.

The provisions of this Section 6 shall survive the termination of this Agreement.

7. TERM

This Agreement shall be effective as of 1st day of July 2022 and shall terminate on the 30th day of June 2023. The Agreement shall renew upon written agreement of the parties 90 days prior to the expiration for up to two (2) additional one (1) year terms, unless sooner terminated as provided in this Section 7.

8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days' prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to that the other Party that such Party has substantially breached its obligations under this Agreement.

9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the grievance should move through the process established by the SRO's department and school policy as outline in Exhibit 1.

10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **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.

10.3. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10.4. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

10.5. **Governing Law.** This Agreement shall be governed, construed and controlled according the laws of the state of Arizona.

10.6. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

10.7. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

10.8. **Legal Fees, Costs and Expenses.** In the event either Party brings any action

for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

10.9. Notices. All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City:

City of Mesa
Kenneth Cost, Police Chief
Mesa Police Department
P.O. Box 1466
Mesa, Arizona 85211

If to the School District:

Queen Creek Unified School District #95
Attn: Chief Financial Officer
20217 East Chandler Heights
Queen Creek, AZ 85142

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.10. Entire Agreement. This writing constitutes the entire Agreement between the Parties.

10.11. Assignment. Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.12. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.13. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

10.14. Captions. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.15. Compliance with Immigration Laws. Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and

regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' 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 a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.16. Records and Audit Rights. All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

Notwithstanding the foregoing, all records related to this Agreement shall be kept in accordance with Arizona Public Records Law. Any records related to this Agreement may be disclosed consistent with Arizona Public Records Law after consultation with the other Party. If City notified District that information responsive to a request is not subject to disclosure under law, District agrees that it shall not disclose the information and will allow, if necessary, City to seek a court order enjoining or otherwise prohibiting disclosure.

10.17. Authority. The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it and do agree to be bound by it.

10.18. Non-Discrimination. The Parties agree that, in fulfilling the obligations set forth in this Agreement, they shall not discriminate against any person on the basis of race, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

10.19 Confidentiality of Student Records. The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act (FERPA). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and may at times also be considered as a "school official." If the SRO is acting in the capacity as a school official under the Direction of the District, the SRO may have a "legitimate educational interest" in certain educational records of a student or students and may request such access as may be necessary to fulfill this purpose from the District. Access to such records shall be limited to only those education records in which the SRO has an educational interest and may only be used for this purpose. Because the District is required at all times to retain control and access to student educational records, the SRO will not be provided with a Synergy username and password.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

QUEEN CREEK UNIFIED SCHOOL DISTRICT #95

By _____

Board President

Date _____

ATTEST:

Superintendent

Date _____

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

School District Attorney

Date _____

CITY OF MESA

Recommended by:

Chief of Police

Date

City Manager

Approved and Accepted by:

Date

APPROVAL OF ATTORNEY FOR MESA

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

City of Mesa Attorney

Date