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MEMORANDUM

Police Department - Staff Memo No. 2009-067

DATE: AUGUST 21, 2009

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
SHERRY KIYLER, POLICE CHIEF

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF

SUBJECT: RESOLUTION 4331, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND THE CHANDLER UNIFIED SCHOOL DISTRICT (CUSD) FOR THE TRANSFER OF ONE POLICE VEHICLE TO CUSD

SUMMARY: CUSD has a need for a vehicle for use by their security personnel when performing their duties.

DISCUSSION: The Police Department has one police vehicle that the CUSD security officers could use in the performance of their duties. The vehicle in question has met and exceeded its maximum mileage life as a patrol vehicle and is eligible for transfer. This transfer will further enhance our cooperative relationship with CUSD and will aid in the security of our communities schools.

FINANCIAL IMPLICATIONS: None.

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution.

PROPOSED MOTION: Move to approve City of Chandler Resolution 4331, authorizing and approving an Intergovernmental Agreement (IGA) between the City of Chandler and the Chandler Unified School District (CUSD) for the transfer of one police vehicle to CUSD.

Attachments: Resolution No. 4331
Copy of IGA

RESOLUTION NO. 4331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA), BETWEEN THE CITY OF CHANDLER AND THE CHANDLER UNIFIED SCHOOL DISTRICT (CUSD) FOR THE TRANSFER OF ONE POLICE VEHICLE TO CUSD

WHEREAS, the CUSD wishes to enter into an agreement with the City of Chandler, through the Police Department, to transfer one police vehicle to CUSD for use by their security officers; and

WHEREAS, the City of Chandler, through its Police Department, wishes to make the aforementioned transfer to CUSD;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to transfer one police vehicle to the CUSD.

Section II. THAT the Chandler Police Chief is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said transfer.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4331 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2009.

APPROVED AS TO FORM:

CITY CLERK

MM

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into this ____ day of _____, 2009, between the City of Chandler, Arizona, a municipal corporation, herein referred to as "City", and the Chandler Unified School District, a political subdivision of the State of Arizona, herein referred to as "The District", to provide for the use of a police car on the terms and conditions herein stated.

WITNESSETH:

WHEREAS, the governing bodies of the City and The District are mutually interested in providing security to school campuses and the adjacent community in connection with security on school campuses, and

WHEREAS, The District will have security officers patrolling these areas who can notify the Chandler Police Department of any need for police services, and

WHEREAS, full cooperation between the City and The District is necessary to achieve the best service with the least possible expenditure of public funds; and

WHEREAS, the City and The District wish to enter into an agreement for the transfer of one police car for the use of security officers while on duty, more specifically described as:

1. 2001 Ford Crown Victoria Vin# 2FAFP71W91X154104.

WHEREAS, The District and the City are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, in consideration of the premises, the City and The District do now agree to cooperate with each other in carrying out the above purposes, and to that end to agree as follows:

1. The City Agrees:
 - (a) To transfer title of the above-described police car to The District.

2. The District Agrees:
 - (a) To limit its use of the police cars to those activities that are consistent with the patrolling school campuses and the adjacent community in connection with security on school campuses.
3. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against The District or the City.
4. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.
5. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.
6. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, with mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.
7. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.
8. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To The District:

Chandler Unified School District
1525 W. Frye Road
Chandler, AZ 85225
ATTN: Superintendent

To the City:

City of Chandler
Police Department
250 E. Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

9. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys fees, expert witness fees and other costs of litigation.
10. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
11. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument. This Agreement shall be recorded with the Maricopa County Recorder pursuant to A.R.S. § 11-952(g) upon its execution.
12. This agreement shall terminate on July 1, 2025. No further action is needed to terminate this agreement. Upon termination, The District shall have all title and interest in the vehicle.
13. 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 non-compliant 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.

14. Pursuant to ARS § 35-391.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER

ATTEST:

CITY CLERK

MAYOR

CHANDLER UNIFIED SCHOOL
DISTRICT

ATTEST:



By 
Dr. Camille Casteel
Superintendent



APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District, Maricopa County, Arizona, and declare this Agreement to be in proper form and within

the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 2009.

MM
Chandler City Attorney

APPROVAL OF ATTORNEY FOR CHANDLER UNIFIED SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District and declare this Agreement to be in proper form and within the powers and authority granted to the Chandler Unified School District under the laws of the State of Arizona.

Dated this ____ day of _____, 2009.

Attorney for Chandler Unified School District