

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PEORIA AND PEORIA UNIFIED SCHOOL DISTRICT
FOR THE 21ST CENTURY GRANT PROGRAM AT IRA MURPHY ELEMENTARY SCHOOL**

I. PARTIES

This Memorandum of Agreement (“MOA”) is entered into on this _____ day of _____, 2024, between the City of Peoria, an Arizona municipal corporation (“City”) and the Peoria Unified School District No. 11, a political subdivision of the State of Arizona (“District”), each of which hereafter may individually be referred to as a Party or collectively as the Parties.

II. AUTHORITY

Pursuant to ARS § 11-951, *et seq.* and the Peoria City Charter, Article I, Sec. 3, the Parties executed an Intergovernmental Agreement (“IGA”) on September 1, 2015, for joint facility use and development, which, among other things, authorizes the City to use District facilities to provide improved services and enhanced resources for the Parties’ common citizens. The Parties enter into this MOA pursuant to Sections V.A.7. and V.B.3 – 5 of the IGA.

III. RECITALS

- a. The Parties have entered into an IGA for joint facility use in order to provide improved services and enhanced resources for their common citizens.
- b. The City operates programs that provide safe, supervised, and enriching environments for student participants and desires to continue its support of students needing additional educational, recreational, and social support.
- c. The District is in the last year of a five-year grant from the 21st Century Grant program and desires to use the funds to support student engagement, academic achievement, and overall well-being of the students at Ira Murphy Elementary School (“School”).
- d. Therefore, for the consideration specified herein, the sufficiency of which is acknowledged, the Parties enter into this MOA to conduct a one-year pilot program at Ira Murphy Elementary School to provide academic support, conduct enrichment activities, and facilitate parent and community engagement for the students at the School,

IV. AGREEMENT

- a. The City of Peoria agrees to:
 - i. Provide a minimum of two (2) City Staff (City employees or contractors) to operate the early morning and afternoon adventurers club. according to the schedule agreed upon by the Parties and reflected in Exhibit 1, which is attached and incorporated into this agreement.

- ii. Provide services in accordance with the Pilot Program Overview, as detailed in Exhibit 2, which is attached and incorporated into this agreement.
- iii. Bear sole responsibility for City Staff compensation and benefits, as applicable, in accordance with the cost proposal detailed in Exhibit 3, which is attached and incorporated into this agreement.
- iv. Ensure each employee, contractor, and/or volunteer assigned to perform services on District property pursuant to this Agreement will hold a valid Arizona State Level One Fingerprint Clearance Card pursuant to A.R.S. § 15-512.

b. The Peoria Unified School District No. 11 agrees to:

- i. Provide one classroom at Ira Murphy Elementary school with utilities, custodial services, access to convenient restrooms, playground use, and parking for City Staff and parents of participating students.
- ii. Make the necessary spaces available at Ira Murphy Elementary School, as needed, (to be scheduled not to conflict with other school sponsored events) to allow for the Community Engagement Events identified in Exhibit 2.
- iii. Reimburse the City in the amount of \$12,150, as detailed in Exhibit 3 on or before December 12th, 2024.

V. NOTICES

a. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier service, or by mutually acknowledged electronic message, addressed as follows:

i. To the District:

Name/Title
Peoria Unified School District No. 11
6330 West Thunderbird Road
Glendale, Arizona 85306
[email address]

ii. To the City

Name/Title
City of Peoria
8401 West Monroe, Room 300
Peoria, Arizona 85345
[email address]

Or any other address mutually designated by the District and City in writing.

- VI. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereunder shall be as an independent contractor relationship only. Neither party shall have the power to bind the other party or contract in the name of the other party.
- VII. CONDUCT OF OPERATIONS. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits,
- VIII. INDEMNIFICATION AND INSURANCE. . Each Party shall adhere to the Insurance and Indemnification provisions contained in Section X of the IGA, which provisions are incorporated into this agreement by reference.
- IX. CONFLICT OF INTEREST. The Parties acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest.
- X. E-VERIFY. The 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). The Parties warrant that they have registered with and participate with E-Verify pursuant to A.R.S. § 23-214(A) and § 41-4401.
- XI. NON-DISCRIMINATION. The Parties shall comply with all state and federal laws, rules, regulations and executive orders which mandate that all persons regardless of race, creed, color, religion, sex, age, national origin, disability, political affiliation or veteran's status, shall have equal access to employment and education opportunities.
- XII. FERPA COMPLIANCE. Both Parties will ensure that any dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
- XIII. GOVERNING LAW AND VENUE. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Arizona. Venue for any litigation under this Agreement shall lie in the Superior Court of Arizona in Maricopa County.
- XIV. AMENDMENTS. Amendments to this Agreement shall be in writing, signed by all parties to the Agreement. Formal amendments shall not be needed to notify parties of address changes, changes in position titled, etc. Such information may be provided via correspondence between the Parties.
- XV. RESERVATION OF INTELLECTUAL PROPERTY RIGHTS. The Parties agree and acknowledge that, except as otherwise provided in this Agreement, this Agreement does not grant any rights in the other Party's intellectual property, trademarks, copyrights, name, logo, design, picture, marks, words, or any of other interest in the other's website or products, and each Party

agrees not to take any action that would impair the value of, goodwill associated with, or interfere with the other's rights in such Party's intellectual property.

- XVI. NO ESTABLISHMENT OF THIRD-PARTY RIGHTS. This Agreement is not intended to and does not create any rights or interests for any other person or entity other than the District and/or the City of Peoria.
- XVII. TERMINATION FOR CONVENIENCE. Notwithstanding anything to the contrary hereinabove or below, this Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination.
- XVIII. DISPUTE RESOLUTION. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request, by notice to the other Party, that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time, not to exceed fifteen (15) calendar days of such notice, to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time.
- XIX. ATTORNEY'S FEES. If either party hereto brings an action to declare rights hereunder, the prevailing party in any such action, at trial or appeal, will be entitled to its court costs and reasonable attorney's fees and paralegal's fees and other costs incurred to be paid by the non-prevailing party as fixed by the court.
- XX. NON-APPROPRIATIONS. The Parties recognize that performance by either Party hereunder may be dependent upon the appropriation of funds to or by that Party. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may, upon thirty (30) calendar days written notice to the other Party, cancel this Agreement without further duty or obligation. Each Party agrees to provide written notice to the other within fifteen (15) calendar days after the unavailability of such funds or appropriate comes to the Party's attention.
- XXI. MISCELLANEOUS PROVISIONS.
 - a. ASSIGNMENT. Neither party may assign this Agreement nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.
 - b. SEVERABILITY. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.

- c. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- d. WAIVER. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- e. COMPLIANCE WITH ALL APPLICABLE LAWS. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, local governments and Governing Board Policies, whether or not specifically referenced in this Agreement.
- f. ENTIRE AGREEMENT. This Agreement, together with all exhibits which may be attached hereto, constitutes the complete understanding of the Parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreements or promise relating to the subject matter of the Agreement which is not contained herein will be binding. The Agreement may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

CITY OF PEORIA

PEORIA UNIFIED SCHOOL DISTRICT

By: _____

By:  _____

Print Name:

Print Name: *KC Somers*

Title:

Title: *SUPERINTENDENT*

Date: _____

Date: *OCT 10, 2024*