

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
AND CITY OF CHANDLER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered by and between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for CHANDLER-GILBERT COMMUNITY COLLEGE ("CGCC"), and CITY OF CHANDLER, an Arizona municipal corporation ("Chandler")(CGCC and Chandler may individually be referred to as the "Party" and collectively referred to as the "Parties"), for a Student Services Internship Coordinator as part of a CGCC – Chandler Collaborative Partnership on this 01 day of July, 2022 (Effective Date).

RECITALS

WHEREAS, the CGCC and Chandler desire to engage in a collaborative partnership to provide experiential learning opportunities to CGCC students through placement into internships with a variety of Chandler departments; and

WHEREAS, CGCC proposes to employ a full-time Student Services Internship Coordinator who will develop and administer the CGCC – Chandler Student Internship Program to identify, develop, and coordinate opportunities for CGCC student experiences within Chandler; and

WHEREAS, the services of the proposed Student Services Internship Coordinator will be for the benefit of, and performed at the worksites of, both Parties; and

WHEREAS, the Parties propose to share the salary and benefit costs of the Student Services Internship Coordinator.

NOW THEREFORE, in consideration of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Authority.

CGCC and Chandler are authorized and empowered to enter into this Agreement under A.R.S. § 11-952 for joint exercise of their powers and authorized under A.R.S. § 15-342(13) and A.R.S. § 15-1444(B)(4) and the Chandler City Charter to carry on activities such as those included in this Agreement.

2. Term.

2.1. The initial term of the Agreement shall be for a period of one (1) year commencing on July 1, 2022, and ending on June 30, 2023.

2.2. The Agreement shall automatically renew for subsequent 12-month terms, unless either party has elected to terminate it pursuant to Section 7.

progress reports concerning the Student Internship Program. Subject to the requirements of Arizona public records law, data reports, progress reports or other sensitive records concerning the Program will not be shared with third parties without review and Agreement between CGCC and Chandler.

6. Payment.

- 6.1. *Salary.* For the services rendered by the Internship Coordinator on its behalf, Chandler shall reimburse CGCC for 50 percent of the salary provided by CGCC to the Internship Coordinator.
- 6.2. *Benefits.* The Internship Coordinator shall be eligible for all regular benefits provided to CGCC employees. Chandler shall reimburse CGCC for 50 percent of the cost of the benefits provided by CGCC.
- 6.3. *Invoices.* Chandler shall make payments to CGCC in accordance with quarterly invoices submitted to Chandler by CGCC. The invoices shall include a detailed breakdown of the salary and cost of the benefits provided during the quarter.

7. Termination.

- 7.1. Either Party shall have the right to terminate its participation in the Agreement, with or without cause, upon giving the other Party not less than 60 days advance written notice of the intent to terminate.
- 7.2. Either Party may terminate this Agreement effective at the end of the current term by giving the other party prior written notice no later than May 1 during the current term.
- 7.3. Either Party may cancel this Agreement for a conflict of interest pursuant to A.R.S. § 38-511.
- 7.4. Notwithstanding any other provision of this Agreement, either party may withdraw from participation if funds are not appropriated by its respective governing body to fulfill the terms of the Agreement for any succeeding fiscal year. Such parties shall endeavor to give the maximum written notice possible of such withdrawal.
- 7.5. Notice of intent to terminate shall be given as provided in Section 9 below.

8. Confidential Records, Security, and Privacy Requirements.

- 8.1. The Parties acknowledge that the Family Educational Rights and Privacy Act (FERPA) protects from unauthorized disclosure the records of CGCC that contain information directly related to a student ("Education Records").
- 8.2. CGCC will provide Chandler access to the educational records of students only as necessary to carry out the Program and the terms of this Agreement and will limit access

either party may be required to provide a notification under applicable law, Chandler will immediately inform MCCC'D's Chief Privacy Officer by sending an e-mail to protectprivacy@maricopa.edu, and CGCC will immediately inform Chandler's Chief IT Security Officer by sending an email to owen.zorge@chandleraz.gov. Such notification will be provided following discovery of the Security Incident without unreasonable delay. Notices and communications under this Subparagraph are part of the confidential joint defense of CGCC and Chandler, as investigation and notification of any Security Incident may lead to regulatory investigation and/or litigation. If a Security Incident occurs as a result of some action or inaction of either party, which includes a party's faculty or staff, who gained access to the other party's network, facilities or Confidential Information under this Agreement, the party that caused the Security Incident shall be responsible for the cost of investigative services such as forensics.

9. **Notices.** Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representatives of the other Party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

	For CGCC		For Chandler
Name:	Veronica Hipolito	Name:	Joshua Wright, City Manager
Title:	Vice President of Student Affairs		
Address:	2626 E. Pecos Rd. Chandler, AZ 85225	Address:	175 S. Arizona Avenue Chandler, AZ 85225
Phone:	480-732-7309	Phone:	480-782-2211
Email:	veronica.hipolito@cgc.edu	Email:	joshua.wright@chandleraz.gov

10. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its agents, representatives, officers, officials, employees, and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, and appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes, omissions, or negligent, reckless, or intentional actions caused in whole or in part by the indemnifying party, its agents, and employees relating to work or services in the performance of this Agreement.
11. **Nondiscrimination.** Neither party shall unlawfully discriminate against any person on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age, or disability. The Parties shall comply with all applicable laws, regulations, and executive orders concerning discrimination.

MCCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for Chandler-Gilbert Community College

CITY OF CHANDLER, an Arizona municipal
Corporation

Signature: *James H. Curtin*
James H. Curtin
Associate General Counsel Sr.

Date: 06/02/2022

Signature: _____
Mayor Kevin Hartke

ATTEST:

Dana Delong, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys have reviewed this Agreement and determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

Signature: *Melissa Flores*
Melissa Flores (Jun 2, 2022 10:00 PDT)
Melissa Flores
Interim General Counsel

Date: 06/02/2022

Signature: *[Signature]*
Kelly Schwab, City Attorney