

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF ORO VALLEY
(ON BEHALF OF THE ORO VALLEY POLICE DEPARTMENT)
AND
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA

This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes, §§ 11-951 and 15-341(13), between the TOWN OF ORO VALLEY, a municipal corporation and political subdivision of the State of Arizona, hereinafter referred to as the “TOWN,” and AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, a political subdivision of the State of Arizona, hereinafter referred to as the “DISTRICT.”

WHEREAS, the DISTRICT operates schools located within the TOWN limits and those schools serve a large segment of the TOWN’s population; and

WHEREAS, the DISTRICT is required to hold students to account for their conduct based upon standards under state law and school district regulations, including the requirements of A.R.S. § 15-341; and

WHEREAS, the DISTRICT employs school administrative and security personnel, whose job functions are benefited and supported by law enforcement personnel; and

WHEREAS, the DISTRICT is not authorized by Arizona law to operate a school police force; and

WHEREAS, the TOWN is authorized under Arizona law to employ peace or police officers to enforce local, state, and federal laws and to protect and serve the community;

WHEREAS, the TOWN and DISTRICT share common interests in the safety of students and in the prevention, investigation and prosecution of crimes on and near school campuses and within the community generally,

WHEREAS, the TOWN and DISTRICT also share common interests in the promotion good citizenship and community responsibility among the their youngest citizens

WHEREAS, the presence of school resource officers at schools has been shown to reduce school violence, drug abuse, and enhance acceptable social behavior among the youth of communities; and

WHEREAS, the DISTRICT and the TOWN desire the continuing presence of school resource officers in at schools in the TOWN for the 2012-2013 academic school year; and

WHEREAS, the TOWN and the DISTRICT have determined that it is in the best interests of each to enter into this Agreement;

NOW THEREFORE, the TOWN and the DISTRICT, in consideration of these covenants and conditions hereinafter stated, and the faithful performance thereof, do mutually agree as follows:

Section I.

The purpose of this Agreement is to set forth in writing the agreement for the Town of Oro Valley Police Department (“OVPD”) to provide school resource officers in DISTRICT schools.

Section II.

- A. OVPD SROs shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.
- B. No DISTRICT personnel shall interfere with the duties of the SRO as a sworn law enforcement officer.

Section III.

- A. The initial term of this Agreement shall commence on July 1, 2012, and shall end on June 30, 2013. This Agreement may be renewed for an additional one (1) year period upon written agreement of both parties.
- B. Either party may terminate this Agreement with at least thirty (30) days written notice prior to the end of the term. This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Consultant to any other part to the Contract with respect to the subject matter of the Contract.

Section IV.

- A. The TOWN shall determine the number of SROs to be placed at DISTRICT schools.

- B. The TOWN shall provide the necessary materials for the completion of the SRO program.
- C. The TOWN shall notify the DISTRICT of any legal action initiated against the TOWN in accordance with the terms of this Agreement.
- D. The TOWN shall permit the DISTRICT's school officials and security personnel to enforce school and DISTRICT rules with respect to the conduct of students.
- E. The TOWN shall obtain and maintain for the duration of this Agreement, general public liability insurance in the amount of no less than One Million (\$1,000,000.00) dollars per occurrence, and One Million Five Hundred (\$1,500,000.00) dollars aggregate. The TOWN shall be responsible for payment and renewal of the policy.

Section V.

- A. The DISTRICT will provide assistance to the SRO whenever law enforcement action is necessary. Such assistance will be determined by the local school administration.
- B. The DISTRICT shall provide office space for SROs that provides privacy for the conduct of confidential business. The office space shall include the necessary equipment for an officer to effectively perform assigned duties, i.e., telephone, desk, chair, filing cabinet, computer and printer.
- C. The DISTRICT shall provide assistance to the SRO in scheduling law related education classes and similar activities as necessary.
- D. The DISTRICT shall provide available funding in the amount of Sixty-Five Thousand (\$65,000) for each term of this agreement to assist the TOWN with SRO expenses. The DISTRICT remit funds to the District based upon monthly invoices issued by the TOWN which detail costs associated with the provision of SROs, and the DISTRICT shall make payment to the TOWN within thirty (30) days of receipt of each invoice.
- E. The DISTRICT shall obtain and maintain for the duration of this Agreement, general public liability insurance in the amount of no less than One Million (\$1,000,000.00) dollars per occurrence, and One Million Five Hundred (\$1,500,000.00) dollars aggregate. The DISTRICT shall be responsible for payment and renewal of the policy.

Section VI.

Each party is performing its duties hereunder independently, and not as an agent or employee of the other party, and is supplying its own employees, maintaining its own insurance and handling all of its own internal accounting. Neither party to this Agreement controls, directs or has any direct responsibility for the actions of the other party, its officers, agents, or employees.

Section VII.

This is the entire Agreement between the parties. If any portion of this Agreement is later found to be invalid or unenforceable, such portion shall be null and void and without any effect on the rest of the Agreement, which shall continue in full force and effect. This Agreement may be altered only by a duly executed Agreement.

Section VIII.

The parties to this Agreement shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

Section IX.

If the parties litigate any portion of this Agreement, the unsuccessful party will reimburse the successful party for all legal costs and fees incurred as a result of the litigation (including preparation).

IN WITNESS WHEREOF the parties, by their respective officers duly authorized, have executed this Agreement.

TOWN OF ORO VALLEY

AMPHITHEATER UNIFIED SCHOOL
DISTRICT NO. 10 of PIMA COUNTY

MAYOR Satish I. Hiremath, D.D.S.

SUPERINTENDENT Patrick Nelson

ATTEST:

ATTEST:

Julie K. Bower, Town Clerk

Patricia Hopkins, Administrative Assistant

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. 11-952(D) the attorneys for the parties have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

TOWN Legal Counsel Date

DISTRICT Legal Counsel Date