

INTERGOVERNMENTAL AGREEMENT
by and between
AMPHITHEATER UNIFIED SCHOOL DISTRICT
and
ORO VALLEY POLICE DEPARTMENT
for
School Safety Program

This Intergovernmental Agreement (“Agreement”) is entered into as of the 3rd day of January, 2025, by and between Amphitheater Unified School District, a political subdivision of the State of Arizona (hereinafter known as the “District”) and the Town of Oro Valley, a political subdivision of the State of Arizona, through its police department (hereinafter known as the “Town”) (cumulatively the “Parties,” with each individually being a “Party”), for the purpose of the Town providing School Resource Officers (“SROs”) to the District in connection with the Arizona Department of Education’s School Safety Program.

WHEREAS, the District desires the Town to assign police officers to the District to provide certain services as School Resource Officers (“SROs”), or to assist in the development and implementation of a school safety program and a law related education program or both, and the Town is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. §§ 11-952 and 15-342(13) to enter into this Agreement and the Town is authorized by A.R.S. § 11-952 to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Town will provide three (3) SROs to the District.

2. Term

This Agreement shall commence and be effective on January 3rd, 2025, and shall terminate on June 30, 2026, with the possibility of renewal upon agreement of the Parties in writing, unless terminated by either Party as provided for in this Agreement. Payment, performance, and obligations for any fiscal period are subject to the availability and appropriation of monies.

3. Termination

Either Party may, at any time and without cause, terminate this Agreement by providing thirty (30) days’ written notice of intent to terminate. Unless otherwise agreed upon in writing by the Parties, all property purchased by the District under this Agreement shall remain the property of the District and shall be returned to the District when no longer in use or upon termination of this Agreement,

whichever is sooner. Unless otherwise agreed upon in writing by the Parties, all property purchased by the Town under this Agreement shall remain the property of the Town and shall be returned to the Town when no longer in use or upon termination of this Agreement, whichever is sooner.

4. Relationship of the Parties

a. The Town shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall only be those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a Town employee and that no rights under the Town's civil service, retirement, or personnel rules accrue to such person.

b. The SROs assigned to the District shall be considered employees of the Town and shall be subject to its control and supervision. The assigned SROs will be subject to current procedures in effect for Oro Valley police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

c. The Town understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the Town. If the Town receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the Town will immediately provide such information, as allowed by law, to the District.

d. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the Town will immediately remove the officer from the District and reassign the officer in accordance with Town policies and procedures to allow the Town and/or the District to investigate the allegations. The Town agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

e. The Town shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming

from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the Town and the District.

5. Costs and Payment

a. The District agrees to pay the Town \$479,253.33 towards the salary and benefits for the SROs in consideration for the services provided by the Town under this Agreement. The District maximum should not exceed \$479,253.33 to include overtime, SRO related training and other expenses related to the SRO positions. The Town will cover the remaining costs for the SRO position. The Town will also provide the SROs with necessary police training, vehicles, and equipment necessary for the SROs to function as police officers.

b. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Oro Valley Police Department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the school, its students, or its employees). The District shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions in excess of forty (40) hours per week. The Town shall pay one hundred percent (100%) of any SRO overtime that results from Town-related activities (i.e., those matters that do not involve the school, its students, or its employees), regardless of when in the week those hours are worked. The SRO and Town shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

c. Payment to the Town from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The Town may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than thirty (30) days after the due date.

d. Each Party will establish and maintain a budget according to its established rules and regulations.

6. School Resource Officer Responsibilities and Goals

a. An SRO shall have the following responsibilities:

i. Establish and maintain a professional working relationship with school officials.

ii. Provide appropriate police and enforcement services at school

iii. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.

iv. Attempt to locate and return to school all students who are identified as absent from school without an acceptable excuse.

v. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

vi. Investigate all reported child abuse incidents within the school.

vii. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.

viii. Prepare and maintain such records of their activities as are required by the operational needs of the Oro Valley Police Department.

b. An SRO shall use good faith efforts to achieve the following goals:

i. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.

ii. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.

iii. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.

iv. Instruct District school administrators and faculty members in (a) the identification of abused or neglected children, (b) the reporting of abuse or neglect, and (c) the actions that can be taken to prevent further abuse or neglect.

v. Provide counseling and educational programs in truancy, abuse, or any other topic mutually agreed upon by the parties in writing.

vi. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

7. School Safety Program; Duties and Responsibilities

a. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

b. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

c. An officer assigned to the School Resource Officer position shall have the following duties:

- i. Establish liaison with school administrators, staff, students and parents.
- ii. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom as needed by the school district.
- iii. Network with community agencies that may or do provide services to the school.
- iv. Act as a resource in the investigation of school-related criminal activities.
- v. Participate in the Parent-Teacher Association as requested.
- vi. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- vii. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- viii. Provide information when requested to students, parents, and staff in law-related situations.
- ix. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
- x. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

8. Time and Place of Performance

- a. The Town will ensure that the police officers assigned to the District as SROs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The assigned officers will wear uniforms as authorized by the applicable Oro Valley Police Department Operations Orders.
- b. The officers' activities will be focused at the school district locations except for:
 - i. Follow-up home visits when needed as a result of school related problems.
 - ii. Incentive programs approved in writing (for example by e-mail) between the Oro Valley Police Department Supervisor and the school's Principal, or the Principal's designee.
 - iii. In response to off campus, but school related, criminal activity.
 - iv. Attendance at off-campus events or meetings at the school's request.

- v. Attendance at training.
- vi. In response to emergency police activities.
- vii. As directed by any Oro Valley Police Supervisor.

c. During days that schools are not in session, the police officers assigned as SROs shall perform their regular duties as determined by the Police Chief or the Police Chief's designee.

9. District Responsibilities

a. The District will provide the police officers with an office at the officers' assigned school that provides privacy for the SRO to conduct confidential business as well as such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, appropriate computer and e-mail linkages, and filing space capable of being secured.

b. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

10. Status Meetings

By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by counsel for the Parties.

11. Cancellation for Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, the terms of which statute are deemed to be incorporated herein by reference.

12. Compliance with Applicable Laws

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

13. FERPA

The Parties acknowledge and agree that the confidentiality of personally identifiable education records of the District's students ("Student Records") is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act ("FERPA"). The Parties

agree that any disclosure and/or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.

14. Insurance

The District and the Town each represent and warrant to the other that it shall at all times maintain adequate insurance to cover any liability arising from the acts and omissions of its agents and employees arising out of the performance of this Agreement. Neither Party shall be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the employees or agents of the other Party.

15. Employees

The employees of the Town who participate in the provision of services under this agreement shall not be considered as employees of the District, and employees of the District shall not be considered employees of the Town. Accordingly, employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022(D) shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

16. Mutual Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

17. Applicable Law

This Agreement shall be subject to and interpreted under the laws of the State of Arizona. In the event of any litigation that in any way relates to or arises out of the subject matter of this Agreement, the Parties hereby consent to the personal jurisdiction of the state court of Arizona, and further agree that the venue of any such litigation shall be exclusively limited to the state court located in Pima County, Arizona. The prevailing party in any litigation arising under this Agreement shall be entitled, in addition to all other relief, to reasonable attorneys' fees and costs incurred in the litigation.

18. Resolution of Disputes

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(I), the Parties shall meet and discuss within three (3) business days. If the Parties are unable to resolve the dispute during this discussion, then the Parties will participate in mediation. Neither Party may file a claim

against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall equally share the expenses of the mediator; however, each Party shall bear its own costs for presentation before the mediator, including the costs incurred by the Party for representation by an attorney at the mediation, if such representation is desired.

19. Record Retention and Inspection

The Parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Agreement for a period of five (5) years after the completion of the Agreement and make such documents open to inspection and audit at reasonable times.

20. Fingerprint Clearance

Each Party warrants and agrees that its employees, contractors, and subcontractors who may have unsupervised contact with students shall comply with the fingerprinting requirements of A.R.S. § 15-512 and that such fingerprint clearance will remain in effect throughout the term of this Agreement.

21. Employee Worker Eligibility

To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party's breach of the above-referenced warranty shall be deemed a material breach of the Agreement. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.

22. Notice

Any notice or modification required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To the District:

Todd Jaeger or Scott Little
Superintendent Chief Financial Officer

or Darlene Mansouri
Director, State and Federal Programs

701 West Wetmore Road

Tucson, AZ 85705

To the Town:

John Teachout
Lieutenant

Oro Valley Police Department
11,000 N. La Canada Drive
Oro Valley, Arizona 85737

23. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Town. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representative of the Parties.

24. No Creation of Third-Party Rights

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

25. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

26. Authority to Execute Agreement

The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so on behalf of the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legal bind the entity to the terms of this Agreement.

27. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

[Signature Page Follows.]

IN WITNESS HEREOF, the Parties sign this Agreement:

DATED this 20th day of February, 2025 upon resolution of the Amphitheater Unified School District Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Amphitheater Unified School District

By: _____
Todd A. Jaeger, J.D.

Its: Superintendent

DATED this 20th day of February, 2025 upon resolution of the Town of Oro Valley Council approving this Agreement and authorizing its representative to sign below:

Town of Oro Valley

E-SIGNED by Joseph C. Winfield
By: on 2025-02-20 16:33:22 GMT _____

Its: Mayor _____

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys, who have determined that it is in proper form and is within the powers and authorities granted under the laws of the State of Arizona to their respective clients.

By: _____
Counsel for the District

E-SIGNED by Tobin Sidles
By: on 2025-02-20 19:54:17 GMT _____
Counsel for the Town