

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR
THE DEVELOPMENT OF A POLICE OFFICER PHYSICAL APTITUDE TEST
(POPAT) COURSE AT WALDEN GROVE HIGH SCHOOL**

This Intergovernmental Agreement ("Agreement") entered into, pursuant to A.R.S. § 11-952, between the Town of Sahuarita, a municipal corporation of the State of Arizona, ("Town"), and Sahuarita Unified School District No. 30, an Arizona unified school district ("District") (collectively, the "parties") is hereby entered into and shall be effective on the last signature date set forth below..

RECITALS

WHEREAS the Town and the District desire to enter into this Intergovernmental Agreement on behalf of their respective operations; and

WHEREAS the Town is authorized to establish and regulate a police department pursuant to A.R.S. § 9-240(B)(12), and is authorized by A.R.S. § 11-951, *et. seq.*, to enter into intergovernmental agreements; and

WHEREAS the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS the District and the Town recognize the value of police officer recruitment, the physical well-being of police officers, and support of the Law and Public Safety program at Walden Grove High School; and

WHEREAS the District desires the Town to donate three police vehicles and related equipment to the Law and Public Safety Program to assist in the education of students into the field of criminal justice, in exchange for utilizing the former JTED facility at Walden Grove High School for police officer testing and recruitment, to include the paving of a 99-yard obstacle course.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

1. **Agreement.** The Town shall donate three (3) police vehicles and attached equipment as determined by the Town to be used for training and educational purpose in the Law and Public Safety program at Walden Grove High School and the SUSD Safety Department. In exchange, the District will allow the Town the use of the former JTED (Joint Technical Education District) facility at Walden Grove High School (the "Property") for the purpose of testing new police officer recruits. This will include the paving of the obstacle course of which the expense will be covered by the District.

2. **Term and Termination.** This Agreement shall commence on the date following execution and approval by the governing bodies of each of the parties and shall continue through June 30, 2025, unless terminated, cancelled, or extended as otherwise provided herein. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice. At least (thirty) 30 days prior to the expiration of this Agreement, the parties agree to amend this Agreement, in writing, extending the term beyond June 30, 2035. This Agreement may be renewed, in writing, at the commencement of the ten (10) year period.

3. **Use of the Property.** The Town shall have nonexclusive use of the Property during the term of this Agreement. The District may use the Property for its own educational purposes, but the use of the Property by the Town shall have priority over any use by the District or any other person. The Town shall consult with the District before erecting any permanent improvements or structures on the Property. Except for the paving described herein, the placement and maintenance of any permanent improvements on the Property by the Town shall be at the expense of the Town. The parties shall consult and cooperate in connection with the provision of security for the Property and any improvements and equipment placed thereon. The Town shall endeavor to use the Property in such a manner so as not to interfere with the educational functions of the District on the Walden Grove High School campus adjacent to the Property.

4. **Relationship of Parties.**

A. 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.

B. The Town understands that the District is responsible for the safety of students on campus during the school day. If the District receives information from any credible source indicating that any person associated with the police department while utilizing the obstacle course/property may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the police department. If the police department receives information from any credible source indicating that any person associated with the utilizing the obstacle course/property may have engaged in unprofessional, illegal, or immoral conduct, the police department will immediately provide such information, as allowed by law, to the District.

5. **Costs and Payment.** Except as provided in Section 5, there shall be no obligatory costs for either the District or the police department once the exchange of equipment and completion of the obstacle course.

6. **Provision of Equipment.** The Town agrees to donate the following equipment to the District in exchange for paving a ninety-nine-yard portion of the obstacle course.

- 2016 Ford Explorer (black/white) Vehicle #1601
- 2014 Ford Explorer (black/white) Vehicle #740
- 2015 Chevy Tahoe (black/white) Vehicle #765

In performing their obligations under this Agreement, each Party shall be responsible for the

provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers and employees immediately involved that the sharing or use of equipment owned or furnished by another Party is necessary or proper, or as may otherwise be provided for in this Agreement.

7. **Termination: Disposition of Property Thereupon.** 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.

8. **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 the Town of Sahuarita Law Department.

9. **Entire Agreement: Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

10. **Notices.** Formal notices, demands and communication between the Town and the District shall be deemed sufficiently given if hand delivered or dispatched by mail, return receipt requested, postage prepaid, and addressed as follows:

TOWN:

Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Town Manager

With a copy to:

Sahuarita Town Attorney
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Jon Paladini, Esq.

DISTRICT:

Sahuarita Unified School District
350 W. Sahuarita Road
Sahuarita, Arizona 85629

With a copy to:

Deconcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway Blvd., #200
Tucson, Arizona 85716
Attn: Gary F. Urman

11. **Cancellation.** The Town and the District acknowledge that this Agreement is

subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

12. **Non-appropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

13. **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.

14. **Indemnification and Insurance.** To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnified Group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "Claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the Indemnified Group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified Group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers, provided, however, that the indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 7 shall survive termination of this IGA.

Each Party shall maintain property and liability insurance through its respective insurance risk pool. A Party's insurance shall be primary insurance as to its owned property or fixtures.

Each Party will comply with the notice of A.R.S. § 23- 1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Worker's Compensation benefits for its employees.

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

16. **Governing Law, Forum.** It is mutually understood and agreed that this Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provision thereof, will be instituted only in Pima County Superior Court.

17. **No Assignment.** Neither party shall assign or otherwise transfer this Agreement or its rights or duties hereunder without the prior written consent of the other party. Any such assignment or other transfer, either voluntary or by operation of law, shall be void.

18. **Approval by Parties.** Before this Agreement shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this Agreement, it shall be null and void with no effect whatsoever.

19. **Severability.** In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

20. **Surviving Provisions.** All accrued obligations, including but not limited to costs of repairs, as of the termination of this Agreement, all obligations under Section 9 of this Agreement and such other provisions of this Agreement necessary to enforce the forgoing surviving provisions shall survive expiration or other termination of this Agreement.

21. **Non-Waiver.** The failure of a Party to insist in any one or more instance upon the full complete compliance with any of the terms and provisions of this Agreement to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

22. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Town and District.

23. **Time of Essence.** Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

24. **Provisions Required By Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction.

25. **Waiver of Attorney's Fees; Court Costs.** The parties hereto expressly covenant and agree

that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

26. **WAIVER OF JURY TRIAL.** EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIM IN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED. THE PROVISIONS OF THIS SECTION 31 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

27. **Entire Agreement: Interpretation: Parol Evidence.** This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

28. **No Third-Party Beneficiary.** This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

29. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

30. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

31. **Force Majeure.** The performance of any Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or work stoppages required by governmental authorities including without limitation the Arizona Department of

Transportation or acts of terrorism. Changes in market conditions shall not be considered Force Majeure events.

32. **Computation of Time.** In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized. The parties hereto have executed this Agreement as of the date and year last set forth below.

TOWN OF SAHUARITA, ARIZONA,
a municipal corporation,

By _____
Mayor Tom Murphy

DATE: _____

APPROVED AS TO FORM:

ATTEST:

By _____
Jon Paladini, Town Attorney

By _____
Lisa Cole, Town Clerk

SAHUARITA UNIFIED SCHOOL
DISTRICT NO. 30

By _____
Manuel O. Valenzuela, Ed.D.
Superintendent

DATE: _____

ATTEST:

Betsy Palacios, District Assistant

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Sahuarita and Sahuarita Unified School District No. 30 has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

TOWN OF SAHUARITA:

By _____
Jon Paladini, Town Attorney

SAHUARITA UNIFIED SCHOOL DISTRICT
NO. 30:

By _____ 5-14-2025
Gary F. Urman, Attorney for the
District