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**CITY OF SAN LUIS
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SAN LUIS, ARIZONA 85349**

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CAPTION HEADING:

RESOLUTION

Resolution No. 2218

Intergovernmental Agreement with Yuma Union High School District #70 for the School Resource Officer at San Luis High School



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2218

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME AND EMPLOYEE RELATED EXPENSES BY APPROVING AND AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENT SCHOOL RESOURCE YUMA UNION HIGH SCHOOL DISTRICT (YUHSD) # 70 AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within the San Luis High School grounds through the assignment of rotational School Resource Officers, which brings a broader awareness of the school's safety needs and concerns while given the assigned officers greater experience working a school environment;

WHEREAS, the Yuma Union High School District # 70 has approved IGA Overtime and Employee Related Expenses to enhance school safety and education throughout the San Luis High School;

WHEREAS, the Yuma Union High School District # 70 has prepare an Intergovernmental Agreement which provides for all of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department no related to this IGA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

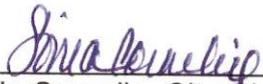
Section 1: That the Intergovernmental Agreement titled "SCHOOL RESOURCE OFFICER BETWEEN THE CITY OF SAN LUIS AND YUHSD." is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

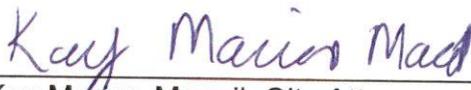
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 25th day of May, 2022.


for Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT #70

(San Luis High School)

AND

CITY OF SAN LUIS

through the

SAN LUIS POLICE DEPARTMENT

JULY 1, 2022 - JUNE 30, 2025

**INTERGOVERNMENTAL AGREEMENT
SCHOOL RESOURCE OFFICER**

This Intergovernmental Agreement ("Agreement") is entered into this 13th day of June, 2022 by and between the City of San Luis ("City"), located at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona 85349, a municipal corporation and political subdivision of the State of Arizona, and Yuma Union High School District #70, a school district of the State of Arizona having its administrative offices in Yuma County, at 3150 South Avenue A, Yuma, Arizona 85364-7998 ("District").

The District and City may be referred to singularly as the "Party" and collectively as the "Parties." The term "Police Officer" when used in this Agreement shall refer to each individual City law enforcement personnel when assigned to serve as the School Resource Officer ("SRO") at the School.

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the City to designate police officers to act as the school resource officer (referred to as "SRO"). Under this Agreement, the individual designated SRO may change occasionally. There will be a designated SRO for every day that School is in session for eight hours each of those days. The designated SRO will pay full-time attention to the law enforcement needs of the San Luis High School (the "School") while on SRO duty. The SRO will work with School personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and responding appropriately to on-campus and School-related criminal activity, juvenile delinquency activity or disorderly conduct.

The goal for both Parties is to have one SRO assigned to the School which will help develop and maintain relationships between staff, students, community and the SRO. The Parties recognize the need to be flexible with SRO staffing as needed in unforeseeable situations such as promotions, retirement, disciplinary actions, and/or request by the District and/or City.

2. TERM

The term of this Agreement shall be from the day of effectiveness which is the date set forth above which is the day the last governing body approved this Agreement until the end of the 2024-2025 fiscal year, June 30, 2025.

During days that the School is not in session, the officer shall perform regular police duties determined by the Chief of Police or his designee.

3. RELATIONSHIP OF PARTIES

The City and the designated SRO shall have the status of an independent contractor of the District for purposes of this Agreement. The SRO designated to the District shall be considered an employee of the City and shall be subject to the City's control and supervision. The designated SRO will be subject to procedures in effect for San Luis Police Officers, including attendance at all mandated training to maintain his or her Arizona Peace Officer certification through the Arizona Peace Officer Standards and Training Board.

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 be only those expressly set forth in this Agreement.

4. FINANCE AND BUDGET

The City of San Luis and District will mutually agree to the terms of reimbursement. Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and allocated as follows:

- A. District will pay up to the budgeted amount of the SRO's salary as per the budget schedule in Attachment A. Attachment A will be submitted annually to the District before June 30th. Attachment A shall reflect the amounts due for the hourly rate of \$30.00 per hour plus the payroll-contributions for Police Officers to the Public Safety Personnel Retirement System (PSPRS), the Federal Insurance Contribution Act (FICA), Medicare, and Unemployment. The District will be invoiced for hours spent by the Police Officer at the San Luis High School, or for hours training as pertinent to their job as an SRO. The District will not be charged for vacation days, sick leave or personal leave time.
- B. District will remit quarterly payments to the City totaling the amount reflected in Attachment A. As noted above in Section (A), the District will pay the City for hourly pay plus the payroll-contributions.
- C. If the District requires that an SRO attend Arizona School Resource Officer (AZSRO) training or National Association of School Resource Officers (NASRO)

training, then the District shall pre-pay for the training before the date of the training the District is requiring of an SRO.

5. POLICE OFFICER RESPONSIBILITIES

Police Officers designated to the District shall:

- A. Be a sworn law-enforcement officer. When necessary, the SRO shall have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the SRO's duties as a law enforcement officer. Once order is restored, however, the SRO's role as law-enforcement educator and role model is the more typical day-to-day role.
- B. Provide a program of law and education-related issues to the School community, including parents, on such topics as tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.
- C. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campus served by the SRO.
- D. Provide informational in-services and be a general resource for the District's staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- E. Gather information regarding potential problems such as criminal activity, gang activity, disorderly conduct and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or students.
- F. Take the appropriate steps consistent with a certified Arizona Peace Officer's duties when a crime, juvenile delinquency, disorderly conduct or disruption of the peace occurs.
- G. Present educational programs to students and School staff on topics agreed upon by both Parties.
- H. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- I. Attempt to advise the School principal prior to taking action as a peace officer, subject to the officer's duties under the law, unless in the SRO's opinion circumstances prevent it.

- J. Not act as a School disciplinarian, nor make recommendations regarding School discipline. School Resource Officers are not to be used for regularly assigned lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is an unusual or temporary problem in one of these areas, the SRO may assist District employees until the problem is resolved; provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the designated SRO or the City beyond the general duties that exist for law enforcement officers within the State of Arizona.
- K. Serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
- L. Show respect by treating students with respect and expressing high expectations for them.

6. TIME AND PLACE OF PERFORMANCE

The City will endeavor to have an SRO available for duty at the San Luis High School, 1250 N. 8th Avenue, San Luis, Arizona, each day that School is in session during the regular school year. The SRO's activities will be restricted to the San Luis High School grounds except for:

- A. Follow up home visits when needed as a result of School-related student problems.
- B. School-related, off-campus activities when officer participation is requested by the principal and approved by the City.
- C. In response to off-campus, but School-related, criminal activity, juvenile delinquency, or disorderly conduct.
- D. In response to emergency police activities.

7. DISTRICT RESPONSIBILITIES

District will provide the SRO an office and such equipment as is necessary at San Luis High School. This equipment shall include a telephone and filing space capable of being secured and access to a computer capable of securely accessing the City's network. The District will provide the SRO training pertaining to the rules and regulations that govern a District employee. Any additional training for the SRO will be limited to the Arizona School Resource Officers Association ("AZSROA") training or the National Association of School Resource Officers ("NASRO") training, provided the training is within 300 miles of [San Luis](#), Arizona. Attendance at training will be mutually agreed upon prior to registration. If the District requires that an SRO attend AZSRO training or

NASRO training, then the District shall pre-pay for the training before the date of the training the District is requiring of an SRO.

8. GENERAL PROVISIONS

A. Time of Essence; Binding Effect

Time is of the essence of this Agreement. Such Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

B. Successor and Assigns

The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

C. Waiver

If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law of this Agreement if the other Party fails to exercise a right or remedy.

D. Governing Law and Venue

The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The Parties must institute and maintain any legal action or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

E. Provisions Required by Law

- (i) This Agreement is subject to the conflict of interest cancellation provisions of A.R.S. § 38-511, as amended.
- (ii) The Parties warrant that they comply with all federal immigration laws that relate to their employees and with A.R.S. § 23-214, as amended, relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.

F. Severability

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

G. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

H. Attorney Fees and Costs

If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

I. Termination

This Agreement may be terminated by either Party if in its judgment such action is necessary due to a) funding availability or b) either Party's non-compliance with the Agreement. Any termination must be in writing, stating the reason, sent certified mail and will be effective upon thirty (30) days' notice to the other Party. Upon termination of the Agreement, the Parties shall return any property to the original owner.

J. Notices

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the City	City Manager City of San Luis P.O. Box 1170 (by United States Postal Service) 1090 East Union Street (by personal process or courier)
----------------	--

San Luis, Arizona 85349

with copies to

City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Chief of Police
City of San Luis
P.O. Box 3720
San Luis, Arizona 85349

If to the District

Superintendent
Yuma Union High School District #70
3150 South Avenue A
Yuma, Arizona 85364-7998

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

K. Integration

This Agreement contains the entire Agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

L. Workers' Compensation

For workers' compensation, an employee of the City (an SRO) who works under the control of the District is deemed to be an employee of both the City and the District as provided in A.R.S. § 23-1022(D). The City shall be solely liable for paying out a claim on workers' compensation benefits through the City's workers' compensation coverage for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required. Specifically, "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation." Alternatively, such other language as may be required by law.

M. Abide by Laws

The Parties agree they will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations.

N. Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of the Agreement.

O. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

P. Amendment of the Agreement

No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

Q. Indemnification

To the fullest extent permitted by law, the City and the District shall each defend, indemnify and hold the other and their respective elected officials, directors, officers, employees, and agents harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out the negligent act or omission of the indemnifying Party, its elected officials, directors, officers, employees, or agents in performing services under this Agreement (collectively "Claims"). This duty shall be limited to the amounts set forth in the following Section, or the indemnifying Party's actual insurance coverage whichever is greater. If any Claim by a third party becomes subject to this indemnity provision, the parties to this Agreement, shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages. The obligations under this Section Q shall survive termination of this Agreement.

R. Insurance

The City and the District shall each provide and maintain liability insurance coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Said insurance policy shall name the other Party as an additional insured. Each

Party shall deliver to the other a certificate of insurance in a form satisfactory to the other Party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

S. No Personal Liability

No member, official or employee of the City or District shall be personally liable to the other, or any successor or assignee, (a) if any default occurs or breach by the City or the District, (b) for any amount which may become due to the City or the District or its successor or assign, or (c) under any obligation of the City or the District under this Agreement.

T. Survival

All representations, warranties, indemnity, hold harmless and defense obligations and shall survive the expiration or earlier termination of this Agreement.

U. Force Majeure

If the District or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, earthquakes, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, material changes in applicable business laws or regulations, public health emergencies; emergency declarations, proclamations, executive orders, or other government emergency orders.

[Intentionally left blank, signatures continue on next pages]

The Parties have executed this Agreement in Yuma County, Arizona the day and year set forth above which is the day the last governing body or Party approved this Agreement. The parties have executed this Agreement on the day and year first above written.

Yuma Union High School District #70

Date: this 13 day of June, 2022



Gina Thompson, Superintendent

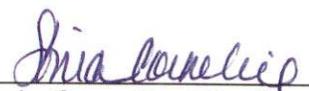
City of San Luis

Date: this 25th day of May, 2022



Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

District Site Administrator

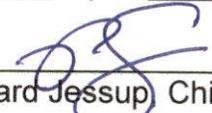
Date: this 13 day of June, 2022



Tim Brienza, Associate Superintendent

San Luis Police Department

Date: this 25 day of MAY, 2022



Richard Jessup, Chief of Police

CERTIFICATIONS

I hereby certify that I am the attorney for the Yuma Union High School District, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

Attorney for District

Date

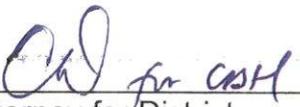
I hereby certify that I am the attorney for the City of San Luis, Arizona, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

Kay Marion Macuil
Kay Marion Macuil
San Luis City Attorney

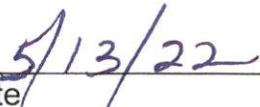
May 25, 2022
Date

CERTIFICATIONS

I hereby certify that I am the attorney for the Yuma Union High School District, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.



Attorney for District



Date

I hereby certify that I am the attorney for the City of San Luis, Arizona, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

Kay Marion Macuil
San Luis City Attorney

Date