



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# Resolution Number 687

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE GADSDEN ELEMENTARY SCHOOL DISTRICT.

Whereas, the City of San Luis desires to enter into an Intergovernmental Agreement with the Gadsden Elementary School District for the provision of school resource officer; and

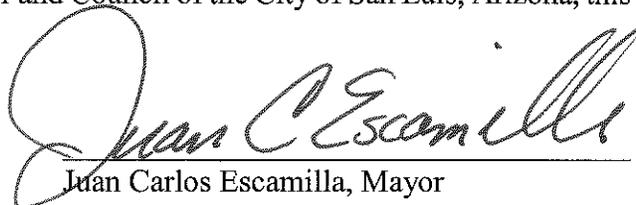
Whereas, the parties to the Intergovernmental Agreement desire to enter into said agreement

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, as attached hereto as Exhibit "A", is hereby 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.

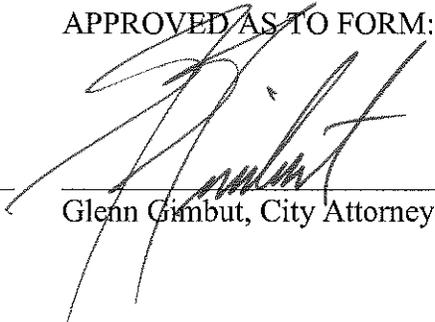
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 13<sup>th</sup> day of September, 2006.

  
\_\_\_\_\_  
Juan Carlos Escamilla, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sonia Sanchez, City Clerk

  
\_\_\_\_\_  
Glenn Gimbut, City Attorney

# INTER-GOVERNMENTAL AGREEMENT

This intergovernmental agreement is entered into this 27<sup>th</sup> day of June, 2006, by and between the City of San Luis ("City") , located at 767 N. First Avenue, a municipal corporation and political subdivision of the State of Arizona, and the Gadsden Elementary School District, a school district of the State of Arizona ("District").

## WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

### **Purpose of Agreement.**

The purpose of this Agreement is for the City to assign a police officer as a school resource officer, herein referred to as "SRO" to pay full time attention to the law enforcement needs of the Southwest Junior High School. The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

### **Term.**

The term of this Agreement shall be from July 1<sup>st</sup>, 2006 until the end of the 2006-2007 City fiscal year, June 30<sup>th</sup>, 2007. During days that schools are not in session, the officers shall perform regular police duties determined by the Chief of Police.

### **Relationship of Parties.**

The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for San Luis Police Officers, including attendance at all mandated training to maintain his/her Arizona Peace Officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint

1 venture, partnership, or formal business association or organization of any kind between the  
2 parties, and the rights and obligations of the parties shall be only those expressly set forth in  
3 this Agreement.

4

5 **Consideration.**

6 In consideration of the assignment of the SRO to work with the District as provided herein, the  
7 District agrees to pay the City thirty one thousand five hundred seventy three dollars and  
8 fifteen cents (\$31,573.15) for the 2006-2007 City fiscal year. This amount represents fifty  
9 percent (50%) of the SRO's salary, employee related expenses and projected overtime. The  
10 City shall be responsible for the remaining fifty percent (50%), thirty-one thousand five  
11 hundred seventy three dollars and fifteen cents (\$31,573.15). The officer's weekly District  
12 schedule will be mutually agreed upon in consultation with the principal of the school the  
13 SRO's immediate supervisor. The SRO may be asked to attend afternoon or evening events in  
14 lieu of regular day duty or overtime pay in accordance with Arizona Revised Statutes Title 23.  
15 Each party will maintain a budget for expenditures under this Agreement. Payment from  
16 District to City is due upon District's receipt of a statement of cost from the City.

17

18 **Officer Responsibilities.**

19 Officers assigned to the District shall:

- 20 A. Provide a program of law and education-related issues to the school community, including  
21 parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing  
22 violence diffusion, violence prevention, and other safety issues in the school community.
- 23 B. Act as a communication liaison with law enforcement agencies; providing basic information  
24 concerning students on campus served by the SRO.
- 25 C. Provide informational in-services and be a general resource for the staff on issues related  
26 to alcohol, and other drugs, violence prevention, gangs, safety and security.
- 27 D. The SRO will gather information regarding potential problems such as criminal activity,  
28 gang activity and student unrest, and attempt to identify particular individuals who may be a  
disruptive influence to the school and/or students.

1 E. When a crime occurs, the SRO will take the appropriate steps consistent with an Arizona  
2 Peace Officer's duties.

3 F. The SRO will present educational programs to students and school staff on topics agreed  
4 upon by both parties.

5 G. The SRO will refer students and/or their families to the appropriate agencies for assistance  
6 when a need is determined.

7 H. Unless in the SRO's opinion circumstances prevent it, the SRO will attempt to advise the  
8 school principal prior to taking legal action, subject to the officer's duties under the law.

9 I. The SRO shall not act as a school disciplinarian, nor make recommendations regarding  
10 school discipline. School Resource Officers are not to be used for regularly assigned  
11 lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is an  
12 unusual/temporary problem in one of these areas, the SRO may assist District employees until  
13 the problem is solved. Provided further that nothing required herein is intended to nor will it  
14 constitute a relationship or duty for the assigned SRO or the City beyond the general duties  
15 that exist for law enforcement officers within the State of Arizona.

16

17 **Time and Place of Performance.**

18 The City will endeavor to have the SRO available for duty at his/her assigned school each day  
19 that school is in session during the regular school year. The City is not required to furnish  
20 substitute officers on days when regular School Resource Officers are absent due to illness or  
21 police department requirements. The SRO's activities will be restricted to their assigned school  
22 grounds except for:

23 A. Follow up home visits when needed as a result of school related student problems.

24 B. School related off-campus activities when officer participation is requested by the principal  
25 and approved by the Agency.

26 C. In response to off-campus, but school related, criminal activity.

27 D. In response to emergency police activities.

28

**District Responsibilities.**

1 District will provide the police officer an office and such equipment as is necessary at his/her  
2 assigned schools. This equipment shall include a telephone and filing space capable of being  
3 secured and access to a computer capable of accessing the City's network. The District will  
4 provide the SRO training pertaining to the rules and regulations that govern a District  
5 employee. Furthermore, The District will be responsible for fifty percent (50%) of the cost of  
6 continuing training related to the position of SRO.

7

## 8 **General Provisions**

### 9 A. Time is of Essence; Binding Effect

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

### 12 B. Successor and Assigns

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

### 15 C. Waiver

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

### 20 D. Governing Law and Venue

21 (i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and  
22 performance. The parties must institute and maintain any legal actions or other judicial  
23 proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County,  
24 Arizona.

25

26 (ii) This Agreement is subject to the cancellation provisions of Arizona Revised Statute §38  
27 511, as amended.

28

### E. Severability

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

3 F. Counterparts

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

6 G. Attorney Fees and Costs

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

11 H. Integration

12 This Agreement contains the entire agreement between the parties, and no oral or written  
13 statements, promises, or inducements made by either party or its agents not contained or  
14 specifically referred to in this Agreement is valid or binding. All modifications to this  
15 Agreement and/or the Development Agreement must be in writing, signed and endorsed by  
16 the parties.

17

18 The parties have executed this Agreement on the day and year first above written.

19

20 Gadsden Elementary School District

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22 By:



School Board President

8-8-06

Date

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25 Attested by:



School Board Clerk

7/31/06

Date

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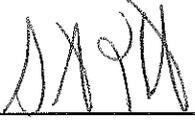
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I hereby certify that I am the attorney for the Gadsden Elementary School District, that I have reviewed the foregoing Intergovernmental agreement, that it is in proper form and is within the powers and authority

1 granted under the laws of this state to such public agency.

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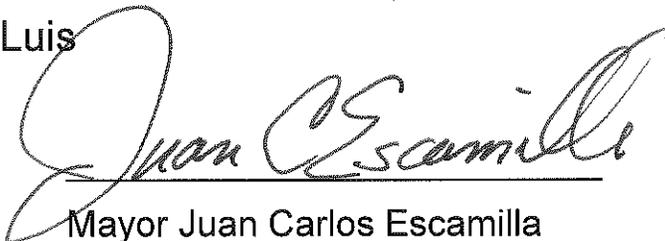
School Board Attorney

8/15/06  
\_\_\_\_\_

Date

City of San Luis

By:

  
\_\_\_\_\_

Mayor Juan Carlos Escamilla

9/13/06  
\_\_\_\_\_

Date

Attested by:

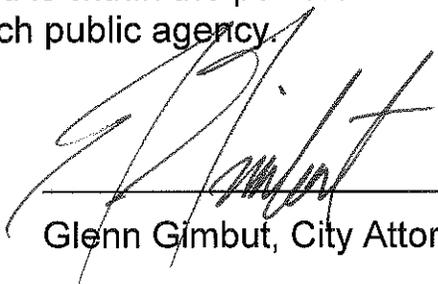
  
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Sonia Sanchez, City Clerk

9/13/06  
\_\_\_\_\_

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.

  
\_\_\_\_\_

Glenn Gimbut, City Attorney

9/13/06  
\_\_\_\_\_

Date