



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 907

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA UNION HIGH SCHOOL.

Whereas, the City of San Luis desired to enter into an intergovernmental agreement with the Yuma Union High School District for the provision of school resource officer; and resolution authorizes a budget amendment, and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

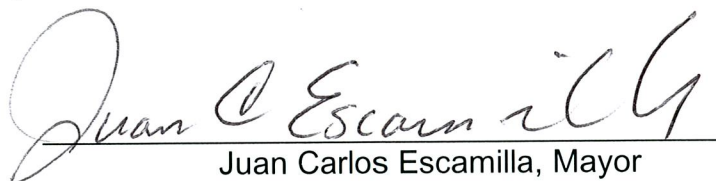
Whereas, the City Council approved said agreement by motion at the regular meeting of September 8, 2010.

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 all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 24th day of November, 2010.


Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

**INTER-GOVERNMENTAL AGREEMENT
SCHOOL RESOURCE OFFICER
BETWEEN THE CITY OF SAN LUIS AND YUHSD # 70**

This Intergovernmental agreement is entered into this ____ day of September 2010, by and between the City of San Luis ("City"), located at 1090 E. Union Street, a municipal corporation and political subdivision of the State of Arizona, and the Yuma Union High 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 San Luis 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 1st, 2010 until the end of the 2010-2011 City fiscal year, June 30, 2011. During days that schools are not in session, the officer shall perform regular police duties determined by the Chief of Police or Captain.

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 an employee 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 venture, partnership, or formal business association or organization of any kind between the parties, and

1 the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

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3 **Consideration**

4 In consideration of the assignment of the SRO to work with the District as provided herein, the District
5 agrees to pay the City forty one thousand four hundred twenty one dollars for the 2010-2011 City fiscal
6 year. Said sum shall be paid within thirty days of the effective date of this agreement. This amount
7 represents seventy five percent (75%) of the SRO's salary, employee related expenses and projected
8 overtime. The City shall be responsible for the remaining twenty five percent (25%). This consideration is
9 based on a calculation for 50 hours of overtime during the school year. The officer's weekly District
10 schedule will be mutually agreed upon in consultation with the principal of the school and the SRO's
11 immediate supervisor. The SRO may be asked to attend afternoon or evening events in lieu of regular
12 duty in accordance with Arizona Revised Statutes Title 23. In scheduling, it is understood that any hours
13 worked above forty (40) hours will require overtime compensation. In the event SRO works more than
14 fifty (50) hours of overtime at the request of District during the term of this agreement, District agrees to
15 reimburse City for any such overtime that is incurred, including salary and employee related expenses.
16 Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is
17 due upon District's receipt of a statement of cost from the City.

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19 **Officer Responsibilities**

20 Officers assigned to the District shall:

- 21 A. Provide a program of law and education-related issues to the school community, including parents, on
22 such topics as: tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence
23 prevention, and other safety issues in the school community.
- 24 B. Act as a communication liaison with law enforcement agencies; providing basic information concerning
25 students on campus served by the SRO.
- 26 C. Provide informational in-services and be a general resource for the staff on issues related to alcohol,
27 and other drugs, violence prevention, gangs, safety and security.
- 28 D. The SRO will gather information regarding potential problems such as criminal activity, gang activity
29 and student unrest, and attempt to identify particular individuals who may be a disruptive influence to
30

1 the school and/or students.

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

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

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

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

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

17 18 **Time and Place of Performance**

19 The City will endeavor to have the SRO available for duty at his/her assigned school each day that school
20 is in session during the regular school year. The City is not required to furnish substitute officers on days
21 when regular School Resource Officers are absent due to illness or police department requirements. The
22 SRO's activities will be restricted to their assigned school 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 and
25 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

29 **District Responsibilities**

30 District will provide the police officer an office and such equipment as is necessary at his/her assigned

schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer capable of accessing the City's network. The District will provide the SRO training pertaining to the rules and regulations that govern a District employee.

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 or this Agreement if the other party fails to exercise a right or remedy.

D. Governing Law and Venue

(i) 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.

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

E. 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.

F. Counterparts

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

G. 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 attorneys fees.

H. Termination

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

10 I. Integration

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

15
16 The parties have executed this Agreement on the day and year first above written.

17
18 Yuma Union High School District

19
20 By:

21 _____
School Board President

Date

22
23 Attested By:

24 _____
School Board Clerk

Date

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

29
30 _____
School Board Attorney

Date

1 City of San Luis

2

3 By:

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Mayor Juan Carlos Escamilla

11/24/10
Date

5

6 Attested By:

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Sonia Cuello, City Clerk

11/24/10
Date

8

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

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Glenn Gimbut, City Attorney

11/24/2010
Date

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