

**INTERGOVERNMENTAL AGREEMENT
SCHOOL RESOURCE OFFICER
BETWEEN THE CITY OF SAN LUIS AND YUHSD # 70**

This Intergovernmental Agreement (“Agreement”) is entered into this ___ day of _____, 2018 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.”

WITNESSETH

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

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.

This purpose is a departure from prior Intergovernmental Agreements (IGA’s) for SRO between the City and the District. In prior IGA’s there was just one individual police officer assigned to the SRO. In this Agreement, the City desires to rotate peace officers designated to the position. This change is due in part to the City’s needs for flexibility in staffing the SRO, but also because the District and the City will benefit from more of the police force being aware of the safety needs of the District, and the peace officers who serve as SRO will have a broader experience to offer. The term “Police Officer” when used in this Agreement shall refer to each individual City law enforcement personnel when assigned to serve as the SRO at the School.

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 2019-2020 fiscal year, June 30, 2020.

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.

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.

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.

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.

Police Officer Responsibilities

Police Officers designated to the District shall:

- A. 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.
- B. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campus served by the SRO.
- C. 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.
- D. The SRO will 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.
- E. When a crime, juvenile delinquency, disorderly conduct or disruption of the peace occurs, the SRO will take the appropriate steps consistent with an Arizona Peace Police Officer's duties.
- F. The SRO will present educational programs to students and School staff on topics agreed upon by both Parties.
- G. The SRO will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- H. Unless in the SRO's opinion circumstances prevent it, the SRO will attempt to advise the School principal prior to taking action as a peace officer, subject to the officer's duties under the law.
- I. The SRO shall 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.

Time and Place of Performance

The City will endeavor to have an SRO available for duty at the San Luis High School, 1250 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.

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 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 Yuma, 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.

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.

- (i) This Agreement is subject to the cancellation provisions of Arizona Revised Statute §38-511, as amended.
- (ii) The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393. The undersigned understand this certification will become public record under A.A.C. R2-7-C317.
- (iii) The Parties warrant that they comply with all federal immigration laws that relate to their employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.

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 attorney's fees.

H. 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.

I. 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 a copy to San Luis City Attorney
 City of San Luis
 P.O. Box 1170
 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.

J. 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.

K. 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.

L. Abide by Laws

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

M. 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.

N. 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.

O. Amendment of the Agreement

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

P. Indemnification

To the fullest extent permitted by law, the City and the District shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses 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. 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.

Q. 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.

R. 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.

S. Survival

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

T. 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 or material changes in applicable business laws or regulations.

[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

By:

School Board President

Date

Attested

By:

School Board Clerk

Date

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.

School Board Attorney

Date

City of San Luis

By:

Gerardo Sanchez, Mayor

Date

Attested

By:

Sonia Cornelio, City Clerk

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, City Attorney

Date