



**WHEN RECORDED MAIL TO:**

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

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**CAPTION HEADING:**

**AGREEMENT**

Chief of Police Agreement — Richard Jessup.

## **CITY OF SAN LUIS, ARIZONA**

### **CHIEF OF POLICE AGREEMENT**

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This agreement is effective as of September 12, 2020, and executed in the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 Union Street, San Luis, Arizona, and Richard Jessup, referred to in this agreement as "Chief of Police."

#### **SECTION I TERM AND NATURE OF EMPLOYMENT**

Richard Jessup shall continue in the position of Chief of Police of the City of San Luis. The term of this contract is two (2) years.

#### **SECTION II DEVOTION OF FULL TIME TO BUSINESS**

The Chief of Police shall devote the whole of his time, attention, and energies to the performance of his duties as the Chief of Police of the City of San Luis, Arizona. Except he may teach at the college level only as follows:

- The Chief of Police Duties as described in Section III below and City business shall be the primary function of the Chief of Police at all times and take priority over the teaching at the college level and
- With the City Manager's prior approval through an employment approval form submitted to HR through the regular employee procedure.

#### **SECTION III DUTIES**

The Chief of Police shall perform the duties of Chief of Police as set forth in the ordinances, codes, rules, regulations and job description for Chief of Police of the City of San Luis and the applicable statutes and laws of the State of Arizona. The Chief of Police shall perform such other duties as may be assigned or directed by the City Manager of the City of San Luis. While a contract employee, Chief of Police shall be a department head subject to the City Manager's management and direction as any other department head of the City of San Luis. The Chief of Police shall serve the City diligently and according to his best professional and personal abilities in all respects and generally do all things for the City's best interests that is usually done by persons occupying his position as the Chief of Police of a political subdivision. The Chief of Police must maintain proper certification as a certified peace officer in good standing with the State of Arizona with the Arizona Police Officer Standards and Training Board (AZ POST) for the duration of his employment as San Luis Chief of Police.

#### **SECTION IV RATE OF COMPENSATION; OTHER TERMS AND CONDITIONS**

- A. The Chief of Police's salary shall be an annual base salary of \$103,521.60 plus 5% of

\$103,521.60 (\$5,176.08) for a total of \$108,697.68, payable biweekly effective as of September 12, 2020. The Chief of Police shall be entitled to four (4) weeks of vacation per year. (The first year commenced on September 12, 2018 in the 2018 Chief of Police Contract).

B. The City Manager and City Council shall review, evaluate, and complete the evaluation of the Chief of Police's performance at least once per year during the term of this agreement. The structure and timing of such review and evaluation, as well as any further adjustment in base salary or other compensation, shall be at the sole discretion of the City Manager and City Council. The City Manager and City Council shall not at any time during this contract reduce the salary, compensation, or other benefits for Chief of Police without Chief of Police's mutual consent.

C. The City shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief of Police, including professional growth and development. Said vehicle may not be used to commute to or from a residence not located within 25 minutes response time from the Police Department of the City of San Luis.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Chief of Police as the Council deems necessary for his continuation and participation in national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City.

E. Unless otherwise stated herein, Chief of Police shall be entitled to all other employment benefits provided for employees of the City, including, but not limited to, health insurance and participation in an employee retirement system, any cost of living adjustments made to employee compensation, leave benefits and accrual of leave. Unless otherwise stated herein, the employee limits on benefits shall also apply to the Chief of Police, including, but not limited to, the limits on accrual of leave benefits, including but not limited to vacation and sick leave, which shall follow the HR policies.

F. It is recognized by the City Manager and Council that Chief of Police must devote the time necessary to his duties involving both normal office hours and time outside these hours. Personal time off should be in line with this premise and rests in Chief of Police's discretion under the City Manager's supervision.

G. Indemnification. The City agrees to defend, save harmless and indemnify Chief of Police against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Chief of Police for the City, even if the said claim has been made following his termination from employment, provided that the Chief of Police acted within the scope of his duties. The City may compromise and settle any such claim or suit. The City will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Chief of Police.

## **SECTION V TERMINATION OF EMPLOYMENT**

A. The City Manager and City Council may terminate this agreement at any time upon the giving of at least thirty (30) days' written notice to the Chief of Police unless the parties otherwise agree. In the event of resignation, the Chief of Police shall not be entitled to severance pay, as provided in subsection D below.

B. Chief of Police may resign from his employment at any time upon the giving of at least thirty (30) days' written notice to the Mayor and Council, unless the parties otherwise agree.

C. Upon termination, in addition to any other rights to compensation or benefits to which Chief of Police may have under this agreement or law, the Chief of Police shall be paid his accumulated vacation time based upon the rate of salary as of the date of termination.

D. Upon termination by the City, in addition to subsections A through C above, the Chief of Police shall be entitled to severance pay equal to three (3) months of salary based upon the rate of salary as of the date of termination. In the event Chief of Police is terminated because of a conviction relating to any felony or a class one misdemeanor, a crime of moral turpitude, a material breach of any provision of this agreement, or an act of fraud, deception, misrepresentation, or active concealment of material facts, Council shall have no obligation to make any extra payment pursuant to this subsection except for the Chief of Police's rights to compensation subsection C above. City Council reserves the right to suspend any severance payment pursuant to this subsection during any proceedings while felony or class one misdemeanor charges are pending.

## **SECTION VI CONTRACT TERMS TO BE EXCLUSIVE**

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation concerning the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing. The parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

## **SECTION VII WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**


It is agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it. It is agreed that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement or the rights or obligations of any party under it unless such waiver or modification is in writing, duly executed as above. The parties agree that this paragraph's provisions may not be waived except by a duly executed writing.


A. The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

B. If the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this agreement. In that case, Chief of Police agrees to sign the said agreement and be bound by the same.

C. This agreement shall be subject to the cancellation provisions of ARS §38-511 as permitted by law.

In witness whereof, the City of San Luis, Arizona, has caused this agreement to be signed and executed on its behalf by its City Manager and duly attested to by its Clerk, and Chief of Police has signed and executed this agreement on the day and year as written below.

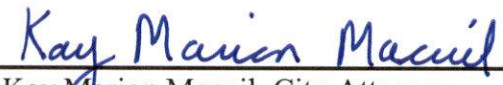
  
\_\_\_\_\_  
Richard Jessup, Chief of Police  
Signed this 2nd day of November 2020

**City of San Luis, Arizona**  
  
\_\_\_\_\_  
Tadeo Azael De La Hoya, City Manager  
Signed this 2 day of November 2020

ATTEST:

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney