

**CITY OF SAN LUIS, ARIZONA
CHIEF OF POLICE EMPLOYMENT CONTRACT**

This contract ("Contract") is effective as of San Luis City Council's Appointment on **January 10, 2024**, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, Administrative Offices at City Hall, 1090 Union Street, San Luis, Arizona ("City") and Nigel I. Reynoso, an individual ("Chief Reynoso"). The City and Chief Reynoso may be referred to individually as the "Party" and collectively as the "Parties."

Section I: Term

The City employs, engages, and hires Chief Reynoso under this Contract for a term of two (2) years, January 10, 2024, through January 10, 2026 ("Contract Period"), to serve in the position of the City of San Luis Chief of Police. Chief Reynoso accepts and agrees to this employment, engagement, and hiring.

Section II: Full-Time Devotion to City Business

Chief Reynoso shall devote his full time, attention, and energies to the performance of his duties as the City of San Luis Chief of Police, including the Police Department's instructor tasks not in conflict with his duties as Chief of Police. Chief Reynoso 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, which is usually done by persons occupying his position as Chief of Police of a political subdivision of the State of Arizona and in line with the duties in Section III of this Contract.

Section III: Duties and Nature of Employment

Chief Reynoso shall perform the duties of Chief of Police as set forth in the ordinances, codes, rules, regulations, and job description for the City of San Luis Chief of Police and the applicable statutes and laws of the State of Arizona, including but not limited to, San Luis City Code § 2.20.050. Chief Reynoso shall perform such other duties as may be assigned or directed by the City Manager of the City of San Luis. Although a contracted employee, Chief Reynoso 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. Chief Reynoso must maintain proper certification as a certified peace officer in good standing with the State of Arizona through the Arizona Police Officer Standards and Training Board ("AZ POST") for the duration of his employment as San Luis Chief of Police.

Section IV: Compensation

A. Salary. Chief Reynoso's salary shall be an annual base salary of \$120,000, payable biweekly, effective as of January 10, 2024. Chief Reynoso shall accrue

leave the same as a police officer in the classified service. Chief Reynoso shall not lose any leave he accrued prior to January 10, 2024, by virtue of becoming a contracted employee under this Contract.

B. Performance Evaluation: The City Manager and City Council shall review, evaluate, and complete the evaluation of Chief Reynoso's performance at least once per year during the term of this Contract. 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 the City Council. The City Manager and the City Council shall not, at any time during this Contract, reduce the salary for Chief Reynoso without Chief Reynoso's mutual consent.

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

D. Dues. The Council agrees to budget and pay for the professional dues and subscriptions of Chief Reynoso 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. Benefits. Unless otherwise stated herein, Chief Reynoso shall be entitled to all other employment benefits provided for employees of the City in the classified service, including, but not limited to:

1. Health benefits,
2. Participation in the Arizona Public Safety Personnel Retirement System,
3. Any cost-of-living adjustments and
4. Leave benefits and accrual of leave. Unless otherwise stated in this Contract, the employee limits on benefits shall also apply to Chief Reynoso, 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 City of San Luis Personnel Policies and other Human Resources policies. Chief Reynoso is eligible for any vacation buyback policy available to the classified service.

F. Personal Time Off. City Council recognizes that Chief Reynoso must devote the time necessary to his duties involving both regular office hours and time outside these hours. Personal time off should be in line with this premise and

rests in Chief Reynoso's discretion under the approval of the City Manager.

G. Indemnification. The City agrees to defend, save harmless, and indemnify Chief Reynoso 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 Reynoso for the City, even if the said claim has been made following his termination from employment, provided that Chief Reynoso acted within the scope of his duties. The City has the sole authority to 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 Chief Reynoso personally.

Section V: Termination of Employment

A. Resignation. Chief Reynoso may resign from his employment at any time upon giving at least thirty (30) days' written notice to the City Manager, Mayor, and City Council unless the Parties otherwise agree in writing upon a different period. In the event of resignation, Chief Reynoso shall not be entitled to severance pay under this Section but shall be entitled to pay out of accumulated vacation leave under Section V, Subsection D.

B. City Termination. Other than termination for misconduct as described in Section V, Subsection C, to the extent permitted by law, the City Council may terminate this Contract at any time upon the giving of at least thirty (30) days' written notice to Chief Reynoso unless the Parties agree in writing upon a different notice period.

1. However, if the City terminates this Contract under the provisions of Section V, Subsection B before December 30, 2025, then as long as Chief Reynoso has maintained his peace officer certification, the City shall allow Chief Reynoso to serve in any vacant or unallocated certified peace officer position in the City's Police Department that is not the Chief of Police position through at least December 30, 2025. The Parties understand that in consideration for Chief Reynoso accepting this Contract and, by so doing, leaving the classified service, he will be allowed to work for the Police Department at least to his retirement date under the Arizona Public Safety Personnel Retirement System, December 30, 2025.
2. If Chief Reynoso retires while serving the City in a position other than Chief of Police due to termination of this Contract under the provisions of Section V, Subsection B of this Contract, then Chief Reynoso shall have the benefits at that time of the classified service. However, Chief Reynoso shall not be entitled to severance pay under this Section of this Contract.

C. Termination for Misconduct. Chief Reynoso shall not be entitled to thirty (30)

days' notice nor severance pay under this Section if the City terminates Chief Reynoso because Chief Reynoso materially breached any provision of this Contract or for an act of fraud, deception, misrepresentation, or active concealment of material facts or any of the following:

1. Felony conviction,
2. Class one misdemeanor conviction,
3. Conviction of a crime of moral turpitude;
4. Loss of certified peace officer status with AZ POST.

City Council reserves the right to suspend any severance payment pursuant to this subsection while the charges or investigation for the above-listed acts are pending. For termination for misconduct, Chief Reynoso shall be entitled to pay out under Section V, Subsection D. Chief Reynoso agrees to give notice to the City Manager, the Mayor, and City Council of any disciplinary proceedings Chief Reynoso has before the AZ-POST Board (Arizona Peace Officer Standards and Training Board).

D. Pay Out Accumulated Vacation Leave. Upon termination, in addition to any other rights to compensation or benefits that Chief Reynoso may have under this Contract or law, Chief Reynoso shall be paid his accumulated vacation leave time calculated at a rate equivalent to his salary as of the date of termination.

E. Severance Pay. Upon termination by the City pursuant to Section V Subsection B (in addition to the sum calculated under Section V, Subsection D), Chief Reynoso shall be entitled to severance pay equal to three (3) months' salary based upon the rate of salary as of the date of termination.

Section VI: Entire Agreement

This written Contract contains the sole and entire agreement between the Parties. It 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 Contract 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 either may have made of them to the other are void and of no effect. Neither Party has relied on such statements or representations in connection with its dealings with the other.

Section VII: Waiver or Modification

It is agreed that no waiver or modification of this Contract or 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 Contract 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 duly executed writing.

Section VIII: Severability

The invalidity of any portion of this Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if both Parties had executed them subsequent to the expungement of the invalid provision.

Section IX: Governing Law

A. The Parties agree that it is their intention and covenant that this Contract 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, particular proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, 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 particular 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 Contract for new employees to sign during this Contract, then Chief Reynoso agrees to sign the said agreement and be bound by the same.

C. This Contract shall be subject to the cancellation for conflict provisions of A.R.S. § 38-511.

Section X: Headings

The titles of the sections and subsections of this Contract are solely for the convenience of the Parties. The titles shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

[Intentionally left blank. Signature page follows.]

The Parties have executed this Contract in the City of San Luis, Yuma County, Arizona.

City of San Luis, Arizona

Nieves Riedel, Mayor

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form

Kay Marion Macuil, City Attorney

Nigel I. Reynoso, Chief of Police

Date: _____