

INTERGOVERNMENTAL AGREEMENT BETWEEN

GADSDEN ELEMENTARY SCHOOL DISTRICT #32

(San Luis Middle School and Southwest Junior High School)

AND

CITY OF SAN LUIS

Through the

SAN LUIS POLICE DEPARTMENT

JANUARY 3, 2025 - JUNE 30, 2026

This intergovernmental agreement ("Agreement") is entered into this ____ day of _____ 2025, 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 duly organized and existing under the laws of the State of Arizona, through its Police Department (the "City"), and Gadsden Elementary School District #32, a school district of the State of Arizona having its administrative offices in Yuma County, 1350 E, Cesar Chavez Blvd., San Luis, Arizona 85349 ("District").

RECITALS

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers ("SROs"), or to assist in the development and implementation of a school safety program and a law related education program (referred to collectively as the "School Safety Program"), or both, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its Governing Board to enter into this Agreement and the City is authorized by Ch. 2, § 2(i), Charter, City of San Luis, A.R.S. § 11-952, and the approval of its City Council to enter into this Agreement; NOW, THEREFORE,

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment.** The City shall assign a total of two (2) police officers to the District seven (7) days prior to the commencement of the school year until the end of that school year to perform services as follows:

Two (2) assigned to the School Safety Program only to the following Schools: San Luis Middle School and Southwest Junior High School.

2. **Term and Termination.** This Agreement shall commence on January 3, 2025 and shall continue until June 30, 2026, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.

3. **Relationship of Parties.**

A. The City shall have the status of an independent contractor for purposes of this Agreement. 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 only be those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned SROs will be subject to current procedures in effect for San Luis police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.

4. Costs and Payment.

A. The District agrees to pay the City up to \$269,703.68, from School Safety Grant funds, in consideration for the services provided by the City under this Agreement. The amount charged to the District will be based off the SRO's hourly rate and time on campus.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate San Luis Police Department supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The District shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. The City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds.

D. Each party will establish and maintain a budget according to its established rules and regulations.

5. School Resource Officer's (SRO's) Responsibilities and Goals.

A. An SRO shall have the following responsibilities:

1. Establish and maintain a professional working relationship with school officials.
2. Provide appropriate police and enforcement services at school.
3. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.
4. Attempt to locate and return to school all students who are identified as absent from school without an acceptable excuse.
5. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
6. Investigate all reported child abuse incidents within the school.
7. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.
8. Prepare and maintain such records of their activities as are required by the operational needs of the San Luis Police Department.

B. An SRO shall use good faith efforts to achieve the following goals:

1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.
2. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.
3. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.
4. Instruct District school administrators and faculty members in (a) the identification of abused or neglected children, (b) the reporting of abuse or neglect, and (c) the actions that can be taken to prevent further abuse or neglect.
5. Provide counseling and educational programs in truancy, abuse, or any other topic mutually agreed upon by the parties in writing.
6. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

6. School Safety Program; Duties and Responsibilities.

A. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

B. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

C. An officer assigned to the School Safety Program for a ten (10) month school year shall have the following duties:

1. Establish liaison relationships with school administrators, staff, students and parents.
2. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete 180 hours of classroom law related education instruction per year as outlined in Exhibit A.
3. Network with community agencies that may or do provide services to the school.
4. Act as a resource in the investigation of school related criminal activities.
5. Participate in the Parent-Teacher Association as requested.
6. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
7. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
8. Provide information when requested to students, parents, and staff in lawrelated situations.
9. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
10. Maintain an activity log that tracks law related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
11. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

D. An officer assigned to the School Safety Program for a twelve (12) month school year, in addition to the duties specified in subsection C, shall have additional duties when school is not in session that may include any of the following activities as mutually agreed upon in writing by the parties through an amendment to this Intergovernmental Agreement:

1. Plan school security improvements.
2. Prepare law-related education lessons.
3. Develop collaborations with community resources, identifying services offered that could benefit students.
4. Conduct school safety assessments.

5. Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan.

6. Plan in-service training.

7. Collaborate with school administration to analyze criminal incident reports and disciplinary records as a means of identifying patterns and developing strategies to address problems.

8. Work with community-based and youth recreational and leadership development activities that complement and reinforce the School Safety Program.

9. Attend training opportunities.

7. Time and Place of Performance.

A. The City will ensure that the police officers assigned to the District as SROs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The parties agree that officers assigned to the School Safety Program will serve a ten (10) or twelve (12) month, full-time, forty (40) hour a week assignment as specified by the District's grant application for School Safety Grant funds. The assigned officers will wear uniforms as authorized by the applicable San Luis Police Department Operations Orders.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school related problems.

2. Incentive programs approved in writing (for example by e-mail) between the San Luis Police Department Supervisor and the school's Principal, or the Principal's designee.

3. In response to off campus, but school related, criminal activity.

4. Attendance at off-campus events or meetings at the school's request.

5. Attendance at training.

6. In response to emergency police activities.

7. As directed by any San Luis Police Supervisor.

C. During days that schools are not in session, the police officers assigned as SROs shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

8. District Responsibilities.

A. The District will provide the police officers with an office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer and e-mail linkages, and filing space capable of being secured.

B. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

9. **Status Meetings.** By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of San Luis Law Department and the District.

10. **Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

11. **Notices.** Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed 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 service)
San Luis, Arizona 85349

With copies to:

City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Chief of Police
City of San Luis
P.O.Box 1170
San Luis, Arizona 85349

If to the District:

Superintendent
Gadsden Elementary School District #32
P.O. Box 6870 (by United States Postal Service)
1350 E. Cesar Chavez Blvd.
San Luis, AZ 85349

12. **Fingerprinting and Background Check.** The City represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the

City before such assignment.

13. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

14. **Resolution of Disputes.** In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

15. **Cancellation.** The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

16. **Nonappropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

17. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

18. **Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

19. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control 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 worker's compensation."

20. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights

and Privacy Act of 1974 and any subsequent amendments thereto.

21. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

22. No Israel Boycott. By entering into this Agreement, the parties certify that neither is currently engaged in, and the parties further agree that for the duration of this Agreement to not engage in a boycott of Israel.

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SIGNATURES FOLLOW

The parties have caused this Agreement to be executed on the dates indicated below.

CITY OF SAN LUIS, a municipal corporation
Jenny Torres, Acting City Manager

By: _____

Name: Jenny Torres

Title: Acting City Manager

Date: _____

ATTEST:

City Clerk

GADSDEN ELEMENTARY SCHOOL DISTRICT
#32

By: _____

Name: Lizette Esparza

Title: Superintendent

Date: _____

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

City Attorney

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

Attorney for District