

**INTERGOVERNMENTAL AGREEMENT BETWEEN**

**YUMA UNION HIGH SCHOOL DISTRICT No. 70**

**(San Luis High School)**

**AND**

**CITY OF SAN LUIS**

**through the**

**SAN LUIS POLICE DEPARTMENT**

**JULY 1, 2025 - JUNE 30, 2028**

**INTERGOVERNMENTAL AGREEMENT  
SCHOOL RESOURCE OFFICER**

This Intergovernmental Agreement (“Agreement”) is entered into this **1st day of July, 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 and political subdivision of the State of Arizona, and Yuma Union High School District No. 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.” The term “Police Officer” when used in this Agreement shall refer to each individual City law enforcement personnel when assigned to serve as the School Resource Officer (“SRO”) at the School.

**RECITALS**

- A. The District has funding available through its maintenance and operations budget to fund school resource officer services (“SRO Services”) for the District.
- B. The City has funding available through its operating budget to provide San Luis High School with trained, certified police officers capable of performing SRO Services.
- C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as School Resource Officers (each, an “SRO”) to provide SRO Services at San Luis High School.
- D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342(13) and 11-952.
- E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11 952.

**WITNESSETH**

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

**1. 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.

The goal for both Parties is to have one SRO assigned to the School which will help develop and

maintain relationships between staff, students, community and the SRO. The Parties recognize the need to be flexible with SRO staffing as needed in unforeseeable situations such as promotions, retirement, disciplinary actions, and/or request by the District and/or City.

## **2. 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 2025-2026 fiscal year, June 30, 2028.

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.

## **3. 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.

## **4. 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 30<sup>th</sup>. Attachment A shall reflect the amounts due for the hourly rate of \$35.00 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.

## 5. SERVICES PERFORMED

Police Officers designated to the District shall:

- A. Be a sworn law-enforcement officer. When necessary the SRO shall have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the SRO's duties as a law enforcement officer. Once order is restored, however, the SRO's role as law-enforcement educator and role model is the more typical day-to-day role.
- B. 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.
- C. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campus served by the SRO.
- D. 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.
- E. 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.
- F. Take the appropriate steps consistent with a certified Arizona Peace Officer's duties when a crime, juvenile delinquency, disorderly conduct or disruption of the peace occurs.
- G. Present educational programs to students and School staff on topics agreed upon by both Parties.
- H. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- I. Attempt to advise the School principal prior to taking action as a peace officer, subject to the officer's duties under the law, unless in the SRO's opinion circumstances prevent it.
- J. 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.
- K. Serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
- L. Show respect by treating students with respect and expressing high expectations for them.
- M. Report the total number of incidents that occurred on the school grounds, at school bus stops, at stops for vehicles described in section 15-925, on school buses, on vehicles described in section 15-925 and at school-sponsored events and that required the contact of a local, county, tribal, state or federal law enforcement officer pursuant to section 13-3411,

subsection F, section 13-3620, section 15-341, subsection A, paragraph 30 or section 15-515. The total number of incidents reported shall only include reports that law enforcement officers report to the school and that are supported by probable cause.

- N. Utilize motorized vehicles, including but not limited to police cars, UTVs, golf carts, segways, etc., as necessary for campus patrols, provided such use complies with district policies and safety regulations.
- O. Ensure that officers do not leave weapons, contraband, or evidentiary materials on school property after school hours. Items that may be temporarily stored and secured during the school day must be retrieved and secured in accordance with agency protocol prior to the end of the officer's shift.

## **6. TIME AND PLACE OF PERFORMANCE**

The City will endeavor to have an SRO available for duty at the San Luis High School, 1250 8<sup>th</sup> 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.

## **7. 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 San Luis, 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.

## **8. PERFORMANCE EVALUATION**

- A. The school administrator or his or her designee will provide the SRO and SRO's supervisor with feedback regarding the SRO's performance throughout the school year. The SRO's performance will be evaluated by the assigned SRO supervisor in accordance with City policy and procedures, and in conjunction with the school administrator or his or her designee.
- B. Any problem at the school between the SRO and his or her assigned school should first be addressed between the SRO and school administration. The school administration shall immediately notify the SRO's Sergeant of all problems between the school and the SRO and how the matters were resolved. If a resolution is not reached, the District and SLPD shall attempt to resolve the problem in good faith. The SRO's Sergeant will maintain frequent

contact with the principal and his or her administration to monitor and ensure the SRO complies with City policy and procedures.

## **9. 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.

### **E. Provisions Required by Law**

- (i) This Agreement is subject to the conflict of interest cancellation provisions of A.R.S. § 38-511, as amended.
- (ii) The Parties warrant that they comply with all federal immigration laws that relate to their employees and with A.R.S. § 23-214, as amended, relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.

### **F. Inspection and Audit of Records**

The parties shall keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after termination of this Agreement and make them available at all reasonable times to inspection and audit by the other party.

### **G. Non-appropriation**

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.

#### H. 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.

#### I. Non-Discrimination

Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating nondiscrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

#### J. Disposition of Property upon Termination of the Agreement

The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

#### K. Fingerprinting Requirements

The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

#### L. 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.

#### M. Counterparts

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

#### N. 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.

#### O. 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.

P. Resolution of Disputes

In compliance with A.R.S. § 15-154(I), in the event of a dispute, the parties shall meet within three (3) business days to discuss and attempt a resolution. Should any dispute not be resolved by mutual agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

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

    Chief of Police  
    City of San Luis  
    P.O. Box 3720  
    San Luis, Arizona 85349

If to the District                      Associate Superintendent  
    Yuma Union High School District No. 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.

R. 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.

S. 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.

T. Abide by Laws

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

U. 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.

V. 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.

W. Amendment of the Agreement

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

X. Indemnification

To indemnify and hold the other and their respective elected officials, directors, officers, employees, and agents harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and 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 (collectively "Claims"). 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. If any Claim by a third party becomes subject to this indemnity provision, the parties to this Agreement, shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages. The obligations under this Section Q shall survive termination of this Agreement.

Y. 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.

Z. 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.

AA.Survival

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

BB.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, public health emergencies; emergency declarations, proclamations, executive orders, or other government emergency orders.

[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 No. 70**

**City of San Luis**

Date: this \_\_\_\_ day of \_\_\_\_\_, 2025

Date: this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Tim Brienza, Superintendent

\_\_\_\_\_  
Nieves Riedel, Mayor

**District Site Administrator**

**San Luis Police Department**

Date: this \_\_\_\_ day of \_\_\_\_\_, 2025

Date: this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Robbert Jankowski, Associate Superintendent

\_\_\_\_\_  
Nigel Reynoso, Chief of Police

**CERTIFICATIONS**

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.

\_\_\_\_\_  
Joseph D. Williams  
YUHSD Attorney

\_\_\_\_\_  
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

**ATTEST:**

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

\_\_\_\_\_  
Date