

AGREEMENT NO. [2]

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement ("Agreement") is entered into as of the last date of execution _____ day of _____ 2026, (the "Effective Date"), by and between the City of San Luis, 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, a political subdivision of the State of Arizona (the "District").

RECITALS

WHEREAS, the District has funding through the School Safety Program ("SSP") Grant from the Arizona Department of Education for the purpose of placing School Resource Officers ("SROs") on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign police officers to the District for such purposes in accordance with A.R.S. § 15-154, the School Safety Program Guidance Manual, and 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; and

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

1. Assignment

- A. 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 Early College Academy, formerly known as Southwest Junior High School.

2. Term and Termination

- A. This Agreement shall commence on July 1, 2026 and shall continue until June 30, 2027 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.
- B. Gadsden Elementary School District's participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the Gadsden Elementary School District's Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the Gadsden Elementary School District's Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon Gadsden Elementary School District's written notice to the City. The City shall accept Gadsden Elementary School District's decision about sufficient

appropriations and authorization, which shall be final.

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 San Luis Police Department police officers assigned as SROs will be subject to current procedures in effect for San Luis Police Department police officers, including but not limited to attendance to 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 to the District to the extent allowed by state law and city policy.
- 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 \$176,504, from the School Safety Grant funds, in consideration for the services provided by the City under this Agreement.
- 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 SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:
 - 1. The District shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions).
 - 2. The City shall pay one hundred percent (100%) of any overtime on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
 - 3. 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).
- 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. Compliance with the School Safety Program

- A. School Safety Program School Resource Officer Duties and Responsibilities
 - 1. 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.
 - 2. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.
 - 3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist

The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator

Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor

*As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator,

Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.

2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies

C. An officer assigned to the School Safety Program for eleven (11) to twelve (12) month school year, in addition to the duties specified in subsection A and B, 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.

D. School Safety Program School Administrator Responsibilities

1. 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.
2. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.
3. The school and administrators shall be responsible for implementing the School Safety Program as required in the School Safety Program Guidance Manual and support the officer by:
 - The parties agree that School Administration is solely responsible for student disciplinary matters.
 - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under (School District)'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
 - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws,

- etc.
- The school must ensure they provide the officer with training, documentation, and expectations for the district's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.
- The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

E. School Safety Program School District Responsibilities

1. 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.
2. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.
3. The District will provide the police officers with an office at the officers' assigned school and supplies to fulfill their duties such as:
 - Equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
 - District e-mail address
 - Secured filing space (only accessible to the officer)
 - A copy of the IGA
 - A copy of the District or Charter's Student/Parent Handbook
 - A copy of the District or Charter's Student Code of Conduct
 - A copy of the School's Master Schedule (as appropriate)
 - A copy of the District or Charter's school calendar
 - School Organizational Chart with Contact Information
 - If available, secured wall locker (only accessible to the officer)
 - If available, Radio/walkie-talkie for two-way communication with officer/administration
 - Access Control:
 - a. Camera Access
 - b. Master Key Access/Alarm System Access or Codes
 - c. (If applicable) Access to apps such as Navigate 360 or Mutual Link 360
 - Access to student records as needed (compliant with FERPA)
 - Emergency Operations Plans

- F. 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.

6. 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 11-12 month, full-time, forty (40) hour a week assignment as specified by the District's grant application. The assigned officers will wear uniforms as authorized by the applicable (Police Department) Operations Orders.

B. The officers' activities will be primarily performed at their assigned school grounds except for:

1. Home visits when needed as a result of school related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the IGA, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

7. 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 (City Name) Law Department.

8. 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.

9. 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:

CITY:

City Manager Jenny Torres
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

DISTRICT:

Superintendent Lizette Esparza
Gadsden Elementary School District #32
P.O. Box 6870 (by United States Postal Service)
1350 E. Cesar Chavez Blvd. (by personal process or courier service)
San Luis, Arizona 85349

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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."

18. 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.

19. Applicable Law

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

20. Public Record

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

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SIGNATURES FOLLOW

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

Date: _____

City Clerk

Date: 8/28/2020

City Attorney

Attorney for District