



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# Resolution Number 688

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE YUMA UNION HIGH SCHOOL DISTRICT.

Whereas, the City of San Luis desires to enter into an Intergovernmental Agreement with the Yuma Union High School District for the provision of school resource officer; and

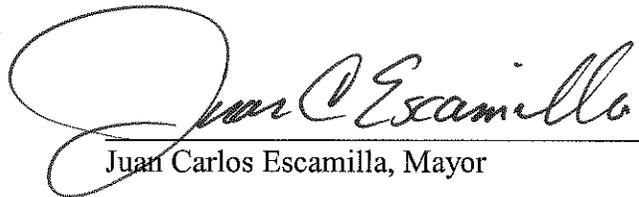
Whereas, the parties to the Intergovernmental Agreement desire to enter into said agreement

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

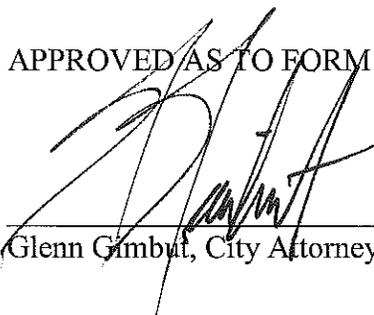
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 20<sup>th</sup> day of September, 2006.

  
\_\_\_\_\_  
Juan Carlos Escamilla, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sonia Sanchez, City Clerk

  
\_\_\_\_\_  
Glenn Gumbut, City Attorney

# INTERGOVERNMENTAL AGREEMENT

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This intergovernmental agreement is entered into this 20<sup>th</sup> day of September, 2006, by and between the City of San Luis, hereinafter referred to as "City," located at 767 N. First Avenue, a political subdivision of the State of Arizona, and the Yuma Union High School District, a school district of the State of Arizona, hereinafter referred to as "District."

## WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

### **Purpose of Agreement.**

The purpose of this Agreement is for the City to assign a police officer as a school resource officer, herein referred to as "SRO" to pay full time attention to the law enforcement needs of the San Luis High School. The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

### **Term.**

The term of this Agreement shall be from July 1<sup>st</sup>, 2006 until the end of the 2006-2007 City fiscal year, June 30<sup>th</sup>, 2007. During days that schools are not in session, the officers shall perform regular police duties determined by the Chief of Police.

### **Relationship of Parties.**

The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be employees of the City and shall be subject to its control and supervision. However, the City agrees to work cooperatively with the District and to meet in good faith with the District to discuss any concerns the District may have concerning the assigned SRO. In the event of

1 serious problems in the opinion of the District, the District may request that the SRO be  
2 replaced, or can require that the SRO be removed from the District if the City does not  
3 agree to replace the SRO. The assigned SRO will be subject to current procedures in effect  
4 for San Luis Police Officers, including attendance at all mandated training to maintain  
5 his/her Arizona Peace Officer certification. This Agreement is not intended to and will not  
6 constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or  
7 formal business association or organization of any kind between the parties, and the rights  
8 and obligations of the parties shall be only those expressly set forth in this Agreement.  
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11 **Consideration.**

12 In consideration of the assignment of the SRO to work with the District as provided herein,  
13 the District agrees to pay the City thirty five thousand one hundred seventy eight dollars and  
14 sixty two cents (\$35,178.62) for the 2006-2007 City's fiscal year. This amount represents  
15 fifty percent (50%) of the SRO's salary, employee related expenses and projected overtime.  
16 The City shall be responsible for the remaining fifty percent (50%), thirty five thousand one  
17 hundred seventy eight dollars and sixty two cents (\$35,178.62). In the event that the  
18 amount paid to the officer is less than the projected amount, the District shall receive a  
19 refund of the difference between half of this officer's salary, expenses, and overtime and  
20 the amount paid by the District. The refund shall be made within thirty (30) days of the  
21 close of the fiscal year and an accounting by the City. The officer's weekly District schedule  
22 will be mutually agreed upon in consultation with the principal of the school the SRO's  
23 immediate supervisor. The SRO may be asked to attend afternoon or evening events in lieu  
24 of regular day duty or overtime pay in accordance with Arizona Revised Statutes Title 23.  
25 Each party will maintain a budget for expenditures under this Agreement. Payment from  
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1 District to City is due annually upon District's receipt of a statement of cost from the City.

2 **Officer Responsibilities.** Officers assigned to the District shall:

3 A. Provide a program of law and education-related issues to the school community, including  
4 parents, on such topics as:

5 tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence  
6 prevention, and other safety issues in the school community.

7 B. Act as a communication liaison with law enforcement agencies; providing basic  
8 information concerning students on campus served by the SRO.

9 C. Provide informational in-services and be a general resource for the staff on issues  
10 related to alcohol, and other drugs, violence prevention, gangs, safety and security.

11 D. The SRO will gather information regarding potential problems such as criminal activity,  
12 gang activity and student unrest, and attempt to identify particular individuals who may be  
13 a disruptive influence to the school and/or students.

14 E. When a crime occurs, the SRO will take the appropriate steps consistent with an Arizona  
15 Peace Officer's duties.

16 F. The SRO will present educational programs to students and school staff on topics agreed  
17 upon by both parties.

18 G. The SRO will refer students and/or their families to the appropriate agencies for  
19 assistance when a need is determined.

20 H. Unless in the SRO's opinion circumstances prevent it, the SRO will attempt to advise the  
21 school principal prior to taking legal action, subject to the officer's duties under the law.

22 I. The SRO shall not act as a school disciplinarian, nor make recommendations regarding  
23 school discipline. School Resource Officers are not to be used for regularly assigned  
24 lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is  
25 an unusual/temporary problem in one of these areas, the SRO may assist District employees  
26 until the problem is solved. Provided further that nothing required herein is intended to nor  
27 will it constitute a relationship or duty for the assigned SRO or the City beyond the general  
28 duties that exist for law enforcement officers within the State of Arizona.

J. The SRO will recognize and comply with students' rights and the District's obligations

1 concerning student confidentiality and release of student records to law enforcement as  
2 contained in the Federal Educational Rights and Privacy Act (FERPA) and A.R.S. §15-141.

3 **Time and Place of Performance.**

4 The City will endeavor to have the SRO available for duty at his/her assigned school each  
5 day that school is in session during the regular school year. The City is not required to  
6 furnish substitute officers on days when regular School Resource Officers are absent due to  
7 illness or police department requirements. The SRO's activities will be restricted to their  
8 assigned school grounds except for:

- 9 A. Follow up home visits when needed as a result of school related student problems.
- 10 B. School related off-campus activities when officer participation is requested by the  
11 principal and approved by the Agency.
- 12 C. In response to off-campus, but school related, criminal activity.
- 13 D. In response to emergency police activities.

14 **District Responsibilities.**

15 District will provide the police officer an office and such equipment as is necessary at  
16 his/her assigned schools. This equipment shall include a telephone and filing space capable  
17 of being secured and access to a computer capable of accessing the City's network. The  
18 District will provide the SRO training pertaining to the rules and regulations that govern a  
19 District employee. Furthermore, The District will be responsible for fifty percent (50%) of  
20 the cost of continuing training related to the position of SRO, not to exceed \$5,000.

21 **General Provisions**

22 A. Time is of Essence; Binding Effect

23 Time is of essence in this Agreement. Such Agreement shall be binding upon and inure  
24 to the benefit of the heirs, personal representatives, successors, and assigns of the  
25 parties.

26 B. Successors and Assigns

27 The requirements of this Agreements are binding upon the heirs, executors,  
28 administrators, successors, and assigns of both parties.

C. Waiver

1 If either party fails to require the other party to perform any provisions of this  
2 Agreement, that failure does not prevent the party from later enforcing that provision.  
3 Neither party is released from any responsibilities or obligations imposed by law or this  
4 Agreements if the other party fails to exercise a right or remedy.

#### 5 D. Governing Law, Venue, and Mediation

6 (i) The laws of the State of Arizona shall govern this agreement as to validity,  
7 interpretation, and performance. The parties must institute and maintain any legal  
8 action or other judicial proceedings arising from this Agreement in a court of  
9 competent jurisdiction in Yuma County, Arizona. Neither party may file a complaint or  
10 any legal action against the other without first participating in mediation by a trained  
11 mediator in a good faith effort to resolve the dispute.

12 (ii) This Agreement is subject to the cancellation provisions of Arizona Revised Statutes  
13 §38 511, as amended.

#### 14 E. Severability

15 If any terms, parts, or provisions of this Agreement are for any reason invalid or  
16 unenforceable, the remaining terms, parts, or provisions are nevertheless valid  
17 enforceable.

#### 18 F. Counterparts

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

#### 21 G. Attorney Fees and Costs

22 If either party brings an action or proceeding for failure to observe any of the terms or  
23 provisions of this Agreement, the prevailing party may recover, as part of the action or  
24 proceeding, all litigation, arbitration and collection expenses, including, but not limited  
25 to, witness fees, court costs, and reasonable attorneys fees.

#### 26 H. Integration

27 This Agreement contains the entire agreement between the parties, and no oral or  
28 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

1 modifications to this Agreement and/or the Development Agreement must be in  
2 writing, signed and endorsed by the parties.

3 I. Termination

4 Either part may terminate this Agreement upon ninety (90) days' written notice to the  
5 other party. If this Agreement is terminated early, the amount owed by either party will  
6 be prorated, and funds paid or refunded as appropriate. Any office or other  
7 equipment shall be retained by the party that purchased the property.

8 *The parties have executed this Agreement on the day and year first*  
9 *above written.*

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11 **Yuma Union High School District #70**

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14 By:

  
\_\_\_\_\_  
School Board President                      9/13/06  
Date

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17 Attested by:

  
\_\_\_\_\_  
School Board Clerk                      9-13-06  
Date

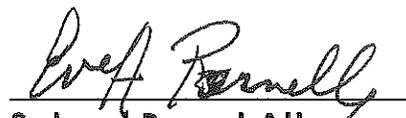
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20 I hereby certify that I am the attorney for the Yuma Union High School  
21 District, that I have reviewed the foregoing Intergovernmental Agreement,  
22 that it is in proper form and is within the powers and authority granted  
23 under the laws of this state to such public agency.

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25 Approved as  
26 to form:

  
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School Board Attorney                      9-14-06  
Date

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City of San Luis

By:

  
\_\_\_\_\_  
Mayor Juan Carlos Escamilla

9/20/06  
Date

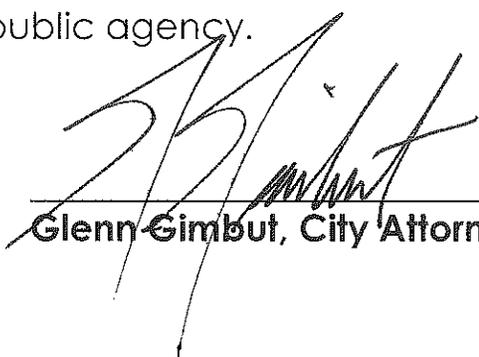
Attested by:

  
\_\_\_\_\_  
Sonia Sanchez, City Clerk

9/20/06  
Date

I hereby certify that I am the attorney for the City of San Luis, 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.

Approved as to form:

  
\_\_\_\_\_  
Glenn Gimbut, City Attorney

9/20/06  
Date