



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## RESOLUTION NO. 901

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND GADSDEN ELEMENTARY SCHOOL DISTRICT FOR 2010/2011

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the Gadsden Elementary School District for the provision of school resource officer; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

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 ratified and 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 all actions as may be necessary to effectuate said agreement.

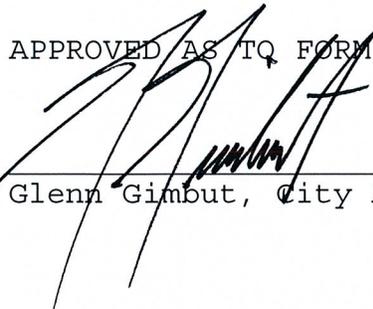
PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 22nd day of September, 2010.

Juan Carlos Escamilla, Mayor

ATTEST:

  
\_\_\_\_\_  
Sonia Cuello, City Clerk

APPROVED AS TO FORM:

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

**INTER-GOVERNMENTAL AGREEMENT  
SCHOOL RESOURCE OFFICER  
BETWEEN THE CITY OF SAN LUIS AND GADSDEN ELEMENTARY DISTRICT NO. 32**

This Intergovernmental agreement is entered into this 22<sup>nd</sup> day of September, 2010, by and between the City of San Luis ("City"), located at 1090 E. Union Street, a municipal corporation and political subdivision of the State of Arizona, and the Gadsden Elementary District #32, a school district of the State of Arizona ("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 Southwest Junior 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. This agreement is subject to the approval and/or renewal of a grant by the Arizona Department of Education. In the event such grant is not approved or renewed, it shall terminate.

**Term**

The term of this Agreement shall be from July 1st, 2010 until the end of the 2010-2011 City fiscal year, June 30, 2011. During days that schools are not in session, the officer shall perform regular police duties determined by the City Police Department.

**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 an employee of the

City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for San Luis Police Officers, including attendance at all mandated training to maintain his/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 only be as expressly set forth in this Agreement.

The purpose of this agreement is to implement the School Safety Program of the Arizona Department of Education as established by A.R.S. §15-154.

**Consideration**

The District agrees to pay the City for the services provided hereunder an amount equal to the 335 days of the annual salary and benefits of the officer assigned. This sum is due without condition or reservation of any kind. It shall be paid quarterly, in advance, beginning on July 1, 2010. Payment will be due within 30 days of the date of invoice, regardless of date received. A late payment charge of one and a half percent (1.5%) per month shall be added on any overdue balance. Payment of late fees shall not be paid from School Safety Grant funds. The District shall not be responsible for overtime unless such work is requested by the principal of the school to which the SRO is assigned.

**Selection of SRO**

Gadsden Elementary District #32 ("District) shall be consulted with respect to selection of the SRO's. The District may make comment on the selection, and its comments will be considered by the City, however, it is understood and agreed that any certified peace officer assigned as an SRO must be under the command and control of the City and its Police Department and therefore any assignment must be solely under the direction and control of the City and its Police Department. The SRO shall be subject to the chain of command and the rules and regulations governing police officers with the Police Department of the City. The District shall not interfere with the duties of the SRO as a sworn law enforcement officer.

In selecting the SRO the City shall use the recommended qualifications and recommended job description as established in the School Safety Program guidelines of the Arizona Department of Education.

### **Officer Responsibilities**

Officers assigned to the District shall:

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.

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

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

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

- A. When a crime occurs, the SRO will take the appropriate steps consistent with an Arizona Peace Officer's duties.
- B. The SRO will present educational programs to students and school staff on topics agreed upon by both parties.
- C. The SRO will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- D. Unless in the SRO's opinion circumstances prevent it, the SRO will attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law.
- E. The SRO shall 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/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 assigned SRO or the City beyond the general duties that exist for law enforcement officers within the State of Arizona.

F. The SRO shall fulfill his/her duties as a sworn law enforcement officer of the State of Arizona.

**Time and Place of Performance; City Responsibilities**

The City will endeavor to have the SRO available for duty at his/her assigned school each day that school is in session during the regular school year. The SRO shall be available to the City for other duties during the summer and other days that school is not in session. The City is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The City shall send the SRO to all School Safety Program required trainings. The SRO's activities will be restricted to their assigned 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 Agency.
- C. In response to off-campus, but school related, criminal activity.
- D. In response to emergency police activities.

**District Responsibilities**

District will provide the police officer an office and such equipment as is necessary at his/her assigned schools. 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. The District will conduct and provide to City a performance evaluation of the SRO in conformance with the provisions of the School Safety Program.

The District shall allow the SRO to attend School Safety Program required trainings and provide for all related travel expenses as provided in the grant.

**Non-Supplanting Compliance**

The City shall be in full compliance with all “Non-Supplanting” rules and regulations of the Arizona Department of Education Grants.

### **Dismissal of SRO**

- A. If the principal of the school to which the SRO is assigned believes that their particular SRO is not effectively performing his/her duties and responsibilities, the principal may recommend to the Superintendent that the SRO be removed from the program at his school. The principal shall state the reasons in writing. Within a reasonable time after receiving recommendation from the principal, the Superintendent shall advise the Chief of Police of the principal’s request. If the City Manager or Chief of Police so desires, the Superintendent and the City Manager or the Chief of Police shall meet with the SRO to mediate or resolve any problems that may exist. At this meeting, members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event the City of San Luis or its Chief of Police does not seek mediation, then the SRO shall be removed from the program at the school. In the event a replacement cannot be obtained, this agreement shall terminate.
- B. The City of San Luis and its Chief of Police may dismiss or reassign an SRO based upon Police Department rules, regulations or other directives, and when it is in the best interest of the Police Department and the City of San Luis.
- C. In the event of resignation, dismissal or reassignment of an SRO, the Chief of Police may provide a temporary replacement for the SRO.

### **Grant Appeal Procedure**

The Appeal Procedure of the School Safety Program of the Arizona Department of Education shall govern any appeal of any denial of award or renewal of any Public Safety Grant.

### **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 or this Agreement if the other party fails to exercise a right or remedy.

D. Governing Law and Venue

(i) 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.

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

E. 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.

F. Counterparts

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

G. 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 attorneys fees.

H. Compliance With A.R.S. § 23-214.

A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and District will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. Both the City and District hereby represent that they are in compliance with said law and will continue to be in compliance. By

signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

I. Sudan and Iran.

Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

J. 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.

K. 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 and/or the Development Agreement must be in writing, signed and endorsed by the parties.

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

**Gadsden Elementary School District No. 32**

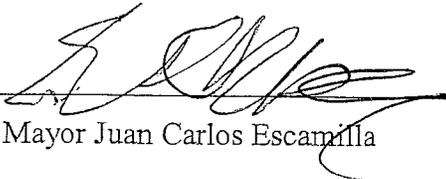
By: \_\_\_\_\_ Date: \_\_\_\_\_  
School Board President

Attested By: \_\_\_\_\_ Date: \_\_\_\_\_  
School Board Clerk

I hereby certify that I am the attorney for the Gadsden Elementary School District No. 32, 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.

School Board Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

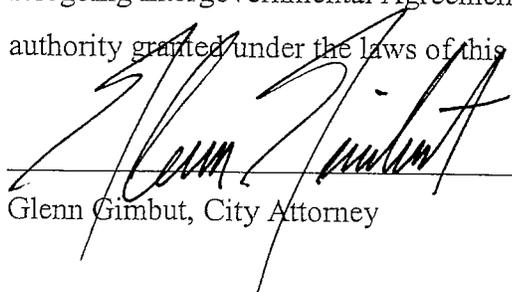
**City of San Luis**

By:  \_\_\_\_\_ Date: 9/22/10 \_\_\_\_\_  
Mayor Juan Carlos Escamilla

Attested By:

 \_\_\_\_\_ Date: 9/22/10 \_\_\_\_\_  
Sonia Cuello, City Clerk

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.

 \_\_\_\_\_ Date: September 22, 2010 \_\_\_\_\_  
Glenn Gimbut, City Attorney