

INTERGOVERNMENTAL AGREEMENT BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT NO. 70

(Yuma High School, Kofa High School, Cibola High School
and
Gila Ridge High School)

AND

CITY OF YUMA

THROUGH THE

YUMA POLICE DEPARTMENT

JULY 1, 2026 - JUNE 30, 2029 INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered by and between the Yuma Union High School District No. 70 ("District"), which is comprised of Yuma High School, Kofa High School, Cibola High School, and Gila Ridge High School and the City of Yuma ("City"), through the Yuma Police Department ("YPD"), each of which is a public agency of the State of Arizona as that term is defined Arizona Revised Statutes (A.R.S.) §11-951. The District and the City may be referred to individually as the "Party" or, collectively as the "Parties".

RECITALS

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et. seq., and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the District and the City desire to work in cooperation with one another to provide a safe learning environment for the District's students; and,

WHEREAS, through this Agreement, the District desires YPD to assign one police officer to each participating school for 10- month positions to the District to perform the services listed in Section 4.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement is effective as of the later date of approval by the Yuma City Council and Yuma Union High School District Governing Board ("Effective Date"), and shall **terminate** on **June 30, 2029**, provided the District approves funding annually through in fiscal year **2028-2029**.

2. RECOMMENDED QUALIFICATIONS OF OFFICER(S)

The recommended qualifications for the officer(s) selected for this position are as follows:

1. Desire to work with students, parents and educators.
2. Willingness to teach law-related education.
3. Supportive of and committed to prevention strategies.
4. Satisfactory employment history with supporting documentation.
5. Demonstrated effectiveness in working with youth.
6. Oral and written communication skills.
7. Ability to effectively interact and communicate with diverse set of individuals.
8. Willingness to attend law-related education (LRE) programs to meet the needs of the students.
9. Police officer with the City of Yuma Police Department.
10. AZPOST certified general instructor.

3. SELECTION PROCESS

- A. To the extent possible, YPD will assign an officer to the same school for a minimum of two (2) years. The selection process should identify officers who are best suited to the work as school resource officers ("SRO"). YPD shall select the SRO, and may, but is not required to, involve the District in the selection.
- B. Involving the school administration in the selection process after the final candidates have been selected by the YPD is important because:
 1. The school administrator can identify the needs of the school.

2. The school administrator can identify the type of personality that will work best in a specific school environment.
 3. The school administrator can provide insights into what is required to be effective in the school community.
- C. Nothing in this Section shall or is intended to limit YPD's sole discretion to select and assigns the SROs.

4. SERVICES TO BE PERFORMED

- A. The District or the school shall provide office space that provides privacy for the SROs to conduct confidential business. The offices shall include the necessary equipment for an SRO to effectively perform his or her duties, including but not limited to, telephone, desk, chair, filing cabinet, up-to-date computer and printer, as provided in the grant.
- B. The role of an SRO at Yuma Union High School District No. 70 is as follows:
1. The SRO is a sworn law-enforcement officer. When necessary, the SRO has 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.
 2. The SRO will be involved in school policy violations only if a student's conduct violates the law.
 3. The SRO will serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
 4. The SRO will build a relationship with students, parents and staff that promotes a positive image of law enforcement.
 5. The SRO may provide classroom instruction in Law Related Education (LRE).
 6. The SRO should collaborate with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
 7. The SRO will keep a weekly activity log that tracks the number of reports taken, on-campus classroom instruction hours, and community projects. Situations that take an SRO off his or her assigned campus must also be logged.
 8. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.
 9. The SRO's duty is to investigate and enforce the laws of the City of Yuma and the State of Arizona. The SRO will not investigate or enforce violations of school rules or policies, unless a crime is involved.
 10. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate success, and how to be a friend.
 11. The SRO will encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
 12. The SRO will show respect by treating students with respect and expressing high expectations for them.
 13. Report the total number of incidents that occur 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 include only those reported to law enforcement officers and supported by probable cause.

14. The SRO will not arrange for the utilization of additional officers at a planned school event, such as graduation ceremonies or football games, without the mutual agreement of the District and YPD. As part of the agreement to assign additional officers, the District and YPD may agree that some or all of the SRO's budgeted overtime hours may be used towards compensation of the additional officers.

5. SCHOOL SUMMER BREAK AND INTERSESSIONS

The SROs will be assigned to the District for a 10-month period, as specified below. Unless otherwise agreed upon in writing and signed by the District and the City, the SROs will return to the YPD for assignment during the summer break and intersessions set forth on the District's calendar for the relevant school year.

6. OFFICER AND ADMINISTRATOR TRAINING

Officers serving as an SRO for the first time must attend and successfully complete the basic School Resource Officer academy. All other SROs are encouraged to continue the development of their skills by annually attending advanced academies such as Arizona School Resource Officer Association or National Association of School Resource Officers, provided the training is within 300 miles of Yuma, AZ. SRO attendance at training will be mutually agreed upon by a District-level administrator and a Sergeant or higher within the School Services Bureau prior to registration.

7. 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 YPD 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.

8. FINANCE AND BUDGET

Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and paid as follows:

A. District Payment to YPD

The District shall pay the City up to the amount budgeted by the City for each SRO as set forth in Attachment A and incorporated by reference.

The City shall annually submit Attachment A to the District on or before **June 30th** each year this Agreement in effect.

The amounts set forth in Attachment A shall reflect the amounts due to cover each SRO's salary, employee related expenses (including but not limited to benefits, retirement, and SRO related training), and up to one hundred (100) hours of overtime pay per school year.

The City shall only invoice the District for hours an SRO spends at his or her assigned school, on sick leave, or for hours training in pertinent to SRO's duties as an SRO.

The City may not charge the District for the SRO's use of vacation days or personal leave time.

B. Payment Terms

The City shall send the District itemized invoices for each SRO within fifteen (15) days after the end of each quarter (the end of each quarter being March 31, June 30, September 30, and December 31) of each year this Agreement is in effect.

The District shall remit payment, which shall not exceed the aggregate amount specified in Attachment A.

The District shall pay the City within thirty (30) days of receipt of the invoice from the City.

If an SRO's salary increases during the term of this Agreement, the City shall pay all additional costs resulting from such increase.

C. Overtime Allocation and Approval

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

9. FUND ACCOUNTING

Funds distributed to the City shall be handled and accounted for in accordance with the regular operating procedures established by the City. Any interest earned on these monies

while in the possession of the City shall accrue to the City and may be used by the City for the SRO program.

10. REPORTING AND RECORDS

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement, or consistent with the Arizona State Retention Schedules, whichever is longer. The SROs shall establish and maintain procedures and controls that are acceptable to the City to ensure no confidential information obtained or maintained by the SROs is shared or released to persons other than the SROs, YPD or others carrying out its functions, or the City except as is necessary in the performance of the SROs' duties or as required by Arizona law.

Yuma Police Department will keep:

1. Weekly Activity Logs for each SRO.
2. Performance Assessment for each SRO.

11. MODIFICATION AND TERMINATION

- A. 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 this Agreement.

Any termination must be in writing, stating the reason therefore, and sent by certified mail. Termination is effective thirty (30) days following notice to the other Party. Upon termination of this Agreement, the Parties shall return any property to its original owner.

- B. Modification: Any modification to this Agreement shall not take effect unless in writing and signed by both Parties.

12. EMPLOYMENT STATUS OF SROs

Except as otherwise provided by law, in the performance of this Agreement, both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

The YPD will have the sole authority over:

1. The assignment of the police officer(s);
2. The determination of the SROs' hours;
3. Discipline of the SROs; and
4. The implementation of policies and procedures in the handling of law enforcement matters.

Notwithstanding the above, in the acknowledgment of the SRO's need to interact with students and to meaningfully participate in the educational and supervisory roles of an SRO, the District shall designate each SRO as a "school official in a legitimate need" pursuant to the terms of the Family Educational Rights and Privacy Act (FERPA), at 20 U.S.C. § 1232(g)

and 34 CFR Part 99. This designation shall allow the SRO to inspect any student records required by the SRO to carry out their duties. The SRO shall not secondarily disclose student records to the Yuma Police Department, unless such disclosure has the consent of the student's parent/guardian, it is necessary for a health and safety emergency, or is being disclosed by the law enforcement unit for a law enforcement purpose.

13. OFFICER CONDUCT AND REASSIGNMENT.

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 YPD. 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 YPD will immediately remove the officer from the District and reassign the officer in accordance with YPD policies and procedures to allow the YPD and/or the District to investigate the allegations. The YPD will attempt to assign a replacement officer to provide services to the District under this Agreement. 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.

14. 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.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties to this Agreement.

16. INVALIDITY OF PART OF THE AGREEMENT

The Parties agree that should any part of this Agreement be held to be invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

17. GOVERNING LAW; VENUE

This Agreement shall be construed under the laws of the State of Arizona. The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona. The Parties hereby waive all provision of law for a change of venue in such proceeding in any other county.

18. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The YPD and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, as amended by State Executive Order 2023-01, and expanded by Executive Order 2023-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The YPD and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

19. DISPUTE RESOLUTION NOTICE

In the event a dispute for any reason arises, the Parties shall make a good faith effort to resolve the dispute pursuant to A.R.S. § 15-154(K), including meeting to discuss the matter within three (3) business days. To the extent required by A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising out of this Agreement that cannot be resolved by mutual agreement. Any dispute not resolved by mutual agreement or arbitration shall be decided in accordance with applicable Arizona laws.

20. CONFLICT OF INTEREST

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

21. STUDENT CONFIDENTIALITY

Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act (FERPA) and any subsequent amendments thereto.

22. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The Parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

23. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

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

24. 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 the 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.

Pursuant to A.R.S. § 23-1011, each Party shall post a notice in substantially the following form:
"All employees are hereby further notified that they may be required to work under 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."

25. NOTICE AND REQUESTS

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if:

- A. Personally delivered to the undersigned representatives listed below at the addresses set forth below;
- B. Within ten (10) days after being deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- C. Within seven (7) days after being prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a Party's counsel or other authorized recipient, the notice is deemed to have been received as set forth above, not the date its counsel or other authorized recipient received the notice.

City of Yuma

Attn: City Administrator
One City Plaza
Yuma, AZ 85364

And a copy to:

Yuma Police Department

Attn: Chief of Police
1500 South 1st Avenue
Yuma, AZ 85364

(signatures on the following page)

YUMA UNION HIGH SCHOOL

DISTRICT No. 70

Attn: Superintendent
3150 S Avenue A, Bldg. A
Yuma, AZ 85364

IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this _____ day of _____, 2026, upon resolution of the City of Yuma and Yuma Police Department approving this Agreement and authorizing its Administrator and Chief of Police to sign below:

City of Yuma

Agency: Yuma Police Department

By: _____

Jay Simonton

Title: Interim City Administrator

By: _____

Thomas Garrity

Title: Chief of Police

Attorney approval:

This Agreement has been reviewed according to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Yuma and Yuma Police Department.

By: _____

Yuma City Attorney

Dated this 10 day of June, 2026, upon resolution of the Yuma Union High School District Governing Board, approving this Agreement and authorizing its Superintendent to sign below:

Yuma Union High School District

Site Administrator

By: _____

Tim Brienza

Title: Superintendent

By: _____

Robert Jankowski

Title: Associate Superintendent

Attorney approval:

This Agreement has been reviewed according to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yuma Union High School District.

By: _____

Legal Counsel for the Yuma Union High School District