

RESOLUTION NO. 24-20

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43 FOR GRANT-FUNDED SCHOOL RESOURCE OFFICERS.

WHEREAS, in 2022, through an Intergovernmental Agreement ("IGA"), the City of Apache Junction ("City") and the Apache Junction Unified School District #43 ("School"), entered into two separate agreements (the "2022 agreements") wherein the City assigned an Apache Junction Police Department ("AJPD") peace officer to serve as a school resource officer ("SRO") to the Apache Junction High School and Cactus Canyon Junior High School campuses to assist in the development and implementation of a school safety and educational program; and

WHEREAS, in 2022, as per the IGA, the term of the 2022 agreements ends on May 31, 2024; and

WHEREAS, the City and the School desire to continue their community partnership by entering into an amendment to the 2022 agreements for all SRO issues (hereinafter referred to as the "First Amendment" as set forth in Attachment A); and

WHEREAS, pursuant to A.R.S. §§ 11-952(A), 15-155 and 15-342(13), cities and schools may enter into IGAs with each other for joint or cooperative activities; and

WHEREAS, the proposed First Amendment to the 2022 agreements set forth in Attachment A has been developed to allow the City and the School to continue their community partnership.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The council hereby approves, and the mayor is authorized to execute the First Amendment to the SRO IGA as more fully set forth in Attachment A.
- 2) The chief of police is also authorized to participate in and designate staff to fulfill all the duties of the SRO program.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2024.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2024.

WALTER "CHIP" WILSON
Mayor

ATTEST:

JENNIFER PENA
City Clerk

APPROVED AS TO FORM:

RICHARD J. STERN
City Attorney

ATTACHMENT A

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF APACHE JUNCTION AND APACHE JUNCTION
UNIFIED SCHOOL DISTRICT #43 FOR PROVIDING SCHOOL
RESOURCE OFFICERS**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2024, (“the Execution Date”), by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (“City”), and APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43, a political subdivision of the State of Arizona, (the “District” or “School”), sometimes collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. In July 2022, the Parties entered into two separate but similarly-worded agreements (the “2022 agreements”) wherein the City assigned an Apache Junction Police Department (“AJPD”) officer to serve as a school resource officer (“SRO”) to the Apache Junction High School and Cactus Canyon Junior High School campuses to assist in the development and implementation of a school safety and educational program.

B. The term of the 2022 agreements ends on May 31, 2024.

C. The Parties desire to continue their community partnership by creating one comprehensive agreement modeled after the 2022 agreements for all SRO issues and it shall be referred to as the “First Amendment” to the 2022 agreements.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the 2022 agreements in this First Amendment as follows:

- 1) Section 1, Services, shall include the following eligible school locations for an AJPD SRO:
 - a. Apache Junction High School, 2525 S. Ironwood Dr., Apache Junction, AZ
 - b. Cactus Canyon Junior High School, 801 W. Southern Ave., Apache Junction, AZ
 - c. Desert Vista Elementary School, 3701 E. Broadway Ave., Apache Junction, AZ

- d. Four Peaks Elementary School, 1785 N. Idaho Rd., Apache Junction, AZ
- e. Superstition Mountain Elementary School, 550 S. Ironwood Dr., Apache Junction, AZ
- f. Peralta Trail Elementary School, 10965 E. Peralta Rd., Gold Canyon, AZ

2) Section 2, Term and Termination. This Agreement shall commence on the Effective Date and shall continue until June 30, 2029 with automatic one-year renewals for up to five additional years through 2034, however, either Party may terminate this Agreement for any reason upon thirty (30) calendar days' written notice to the other Party by first class certified U.S. mail, addressed to the other Party as set forth in § 11 of this Agreement.

3) Section 4(a), Costs and Payments.

- a) Cost of Wages for Anticipated Scheduled Hours. District agrees to pay City One Hundred Thirty Nine Thousand Six Hundred Seventy One Dollars and Seventy Nine Cents (\$139,671.79) plus an increase of up to 10% per year for each SRO who provides services each fiscal year as more fully set forth in Section 5 below, however, the Parties acknowledge that such payment obligation is subject to and conditioned upon School receiving state School Safety Grant funding each fiscal year this Agreement is in effect.

4) Existing Section 5, SRO's Responsibilities and Goals, shall include the following new subsections:

- (vii) The SRO will partner with School Administrator and the SRO supervisor to meet the needs of the campus for law-related education ("LRE"). SROs shall provide LRE instruction as a prevention activity and opportunity to build relationships. The development and implementation of LRE must be based on a needs assessment. The LRE may be provided virtually, but the LRE reports shall be detailed and presented as per the School Safety Grant.
- (viii) Complete required training and reports as dictated by the School Safety Grant.

5) Existing Section 7(a), Time and Place of Performance, is amended as follows and renumbered as Section 6(a), with existing Section 7(b) being renumbered as new Section 6(b):

- (a) City shall assign SRO to District beginning on July 25, 2024, except that the Parties shall have flexibility in actual start dates in order to build in SRO prep time before students are physically present on

campus for the new school year. City will ensure that the assigned SRO will provide the services under this Agreement in a full-time, forty (40) hour a week capacity when school is in session and as District requests during out-of-session breaks. The SRO will wear uniforms as authorized by City.

- 6) Existing Section 8, School Responsibilities, is renumbered as Section 7.
- 7) Existing Section 9, Status Meetings, is renumbered as Section 8.
- 8) Existing Section 10, Entire Agreement, is renumbered as Section 9.
- 9) New Section 10, Nondiscrimination. Both Parties shall comply with all applicable state and federal employment laws, rules, regulations and executive orders that all persons shall have equal access to employment and educational opportunities regardless of race, color, religion, sex, age, national origin, disability, veteran's status, political affiliation, and/or genetic code and shall comply with Executive Order 2009-09.
- 10) New Section 24, Retention and Inspection of Records. The Parties shall retain and shall contractually require each other to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of termination of the Agreement and to make such documents open to the inspection and audit at reasonable times.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

SCHOOL:

**APACHE JUNCTION UNIFIED SCHOOL DISTRICT
#43, a political subdivision of the State of Arizona**

By: Dena Kimble
Its: District Board President

CITY:

**CITY OF APACHE JUNCTION, ARIZONA, an
Arizona municipal corporation**

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Jennifer Pena
City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day
of _____, 2024 by Dena Kimble, District Board President of the Apache
Junction Unified School District #43.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day
of _____, 2024 by Walter “Chip” Wilson, Mayor of City of Apache
Junction, Arizona, an Arizona municipal corporation, who acknowledged that he
signed the foregoing instrument on behalf of City.

Notary Public

My Commission Expires:

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Renee Osipov
District Attorney

Date

Richard J. Stern
City Attorney

Date