INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43 TO PROVIDE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF ("ESSER") FUNDED SCHOOL RESOURCE OFFICER AT APACHE JUNCTION HIGH SCHOOL

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of the 19th day of July 2022 ("Effective Date") by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City") and APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43, a political subdivision of the State of Arizona, on behalf of "Apache Junction High School" ("School"). City and School are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. School desires City to assign a police officer to School to perform as a school resource officer ("SRO") to provide the SRO services expressed in § 5 of this Agreement, and City is willing to assign a police officer to School for such purpose under the terms and conditions of this Agreement.

B. The Parties are authorized by A.R.S. §§ 15-342(13) and 11-952 to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants set forth herein, and for other consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Services. City shall assign one police officer to School seven (7) calendar days prior to the commencement of the school year projected to be starting on or about July 25, 2022 and July 18, 2023 for the first two years this Agreement is in effect until the end of the corresponding school years projected to be ending on May 25, 2022 and May 23, 2024 respectively, to perform SRO duties at Apache Junction High School at 2525 South Ironwood Drive, Apache Junction, Arizona.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until May 31, 2024, however, either Party may terminate this Agreement for any reason with thirty (30) calendar days' prior written notice to the other Party by first class certified mail, postage prepaid, addressed to the other Party as set forth in § 11 of this Agreement.

3. Relationship of Parties. 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 School to accomplish the goals of this Agreement is a City employee.

The assigned SRO shall be considered an employee of City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SRO shall fulfill duties as a law enforcement officer as certified by the Arizona Police Officers Standards and Training board ("AZ POST"). School shall not interfere with the assigned SRO duties as a sworn law enforcement officer.

City understands that School is responsible for the safety of students on campus during curriculum hours. If School receives information that the assigned SRO may have engaged in unprofessional, illegal, or immoral conduct, School will immediately provide such information to City. If City receives information from any credible source indicating that the assigned SRO may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for School, City will immediately provide such information, as allowed by law, to School.

If any alleged unprofessional, illegal, or immoral conduct might affect the SRO's ability to safely and/or professionally perform duties for School, City will immediately remove the SRO from School to allow City and/or School to investigate the allegations. City agrees to temporarily assign a replacement police officer to School in this situation and if a replacement officer cannot be provided, School will be credited for each day an officer is not assigned to the campus. School, at its sole discretion, may refuse the assignment of any officer who has previously been removed from School because of allegations of unprofessional, illegal, or immoral conduct.

School shall reimburse City for the costs of SRO's compensation for: 1) days School is in session and the SRO is present at School; 2) when the SRO is not at the School due to an off-campus activity at School's request; 3) when SRO is involved in activity stemming from action taken by the officer while in service of School, including attendance at court; and 4) when the SRO is working an alternative work schedule as agreed upon by City and School. City is responsible for the costs of SRO's compensation for all other hours of work performed by SRO.

4. Costs and Payment.

a. Cost of Wages for Anticipated Scheduled Hours. School agrees to pay City One Hundred Fifty Seven Thousand Nine Hundred Dollars and Ninety Nine Cents ($157,900.99) for Fiscal Year 2022-2023 in consideration for the SRO services provided by City as set forth in **Section 5** below.

b. Overtime. The SRO must seek approval from the School principal, or the principal's designee, and the appropriate city police department supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the School, its students, or its employees). School shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. 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). The SRO and City shall make every reasonable effort to ensure that the SRO does not incur overtime costs in any given week.

c. Payment and Late Fees. Payment to City from School is due within thirty (30) calendar days of the School's receipt of a monthly itemized invoice. School agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen (15) calendar days after the due date. City may, at its discretion, waive late fees on a case-by-case basis.

d. Budget. Each Party will establish and maintain a budget according to its established rules and regulations.

5. SRO's Responsibilities and Goals.

a. The SRO shall have the following responsibilities:

i. Establish and maintain a professional working relationship with School officials, including but not limited to assisting in repetitive truancy matters that become more time consuming for School's administration.

ii. Provide appropriate police and enforcement services at School.

iii. Work cooperatively with School administrators and parents to identify students exhibiting high truancy rates.

iv. Investigate all reported child abuse incidents within the School's premises.

v. Contact the parent or guardian of students who have not provided School with proof of identification in accordance with A.R.S. § 15- 828.

vi. Prepare and maintain such records of their activities as are required by the operational needs of the Apache Junction Police Department.

b. An SRO shall use good faith efforts to achieve the following goals:

i. Work cooperatively with School administrators to establish an effective administrative review of truancy and repetitive incidents with the objective of reducing truancy.

ii. Refer juveniles or their parents/guardians to appropriate social service agencies for assistance when a need is determined.

iii. Instruct School administrators and faculty members in: (a) the identification of abused or neglected children; (b) the reporting of abuse or neglect; and (c) the actions that can be taken to prevent further abuse or neglect.

iv. Provide educational programs in truancy, abuse, or any other topic mutually agreed upon by the Parties in writing.

vi. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

c. The SRO, at his or her discretion, may perform the following additional tasks to enhance school efficiency:

i. Plan School security improvements.

ii. Prepare law-related education lessons.

iii. Develop collaborations with community resources, identifying services offered that could benefit students.

iv. Conduct School safety assessments.

v. Plan in-service training.

vi. Collaborate with School administration to analyze criminal incident reports and disciplinary records as a means of identifying patterns and developing strategies to address problems.

vii. Work with community-based and youth recreational and leadership development activities that complement and reinforce School safety priorities.

viii. Attend training opportunities.

7. Time and Place of Performance.

a. 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 School requests during out-of-session breaks. The assigned officer will wear uniforms as authorized by City.

b. The SRO's activities will be restricted to the assigned School grounds except for:

i. Follow-up home visits when needed as a result of School-related matters.

ii. Incentive programs approved in writing (for example, by e-mail) between the police department supervisor and School's principal, or the principal's designee.

iii. In response to off campus, but School-related, criminal activity.

iv. Attendance at off-campus events or meetings at School's request.

v. Attendance at training.

vi. In response to emergency police activities.

vii. As directed by any police department supervisor.

viii. During days that School is not in session, the assigned SRO shall perform his or her regular duties at a duty station as determined by City.

8. School Responsibilities.

a. School will provide the SRO with an office at School and such equipment and office supplies as is necessary for performance of the duties noted in this Agreement, including a desk, chair, telephone, computer and e-

mail linkages, and filing space capable of being secured.

b. 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.

9. 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.

~~10.~~ Entire Agreement. This Agreement and any attachments represent the entire agreement between the Parties and supersede all prior negotiations, representations, or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. All amendments to this Agreement must be in writing and approved by the city council and school's board.

11. Notices. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this section.

City:	Apache Junction Police Department Attn: Chief of Police 300 E. Superstition Blvd. Apache Junction, Arizona 85119
With a copy to:	City of Apache Junction Attn: City Attorney 300 E. Superstition Blvd. Apache Junction, Arizona 85119

School: Apache Junction Unified School District
Attn: School Superintendent
1575 W. Southern Ave.
Apache Junction, Arizona 85119

With a copy to: Apache Junction Unified School District
Attn: Chief Financial Officer 1575
W. Southern Ave.
Apache Junction, Arizona 85119

12. Fingerprinting and Background Check. City represents and warrants that the SRO meets all fingerprinting and background check clearances as per AZPOST requirements to serve as a peace officer in the State of Arizona.

13. 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 A.R.S. § 23-214(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.

14. Severability. The Parties each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

15. Governing Law, Venue and Attorney Fees. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event

either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including reasonable attorney fees to be determined by the court in such action.

16. Successors, Assignment & Delegation. The obligations and rights created in this Agreement are binding upon and shall inure to the benefit of the Parties and their successors, assigns and legal representatives. Neither Party may assign, sublet or delegate the duties hereunder, without the prior written approval of the other Party. Such successor or assignee shall assume, in writing, all duties and obligations hereunder of the prior party and shall further agree to be bound by and to fully perform the terms of this Agreement.

17. Cancellation for Conflict of Interest. City and School acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

18. 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.

19. Indemnification and Insurance.

a. To the extent permitted by law, each Party (Indemnitor) covenants and agrees to fully indemnify, defend and hold harmless the other Party (Indemnitee), its elected and appointed officers, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement, including attorney and expert witness fees, which, are the result of any act or omission of the Indemnifying Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether reckless, intentional or negligent, in connection with or incident to this Agreement. If any action or claim shall be brought or asserted against either Party or its directors, officers, agents, servants or employees for which indemnity may be sought from either Party, the Parties shall promptly notify one another in writing. The noticed Party shall, within ten (10) working days of receiving such notice, assume the defense thereof, and the payment of all expenses, including any attorney fees and all court costs which shall be paid as incurred.

b. Each Party warrants that it is properly and adequately insured for the activities and performances provided under this Agreement and agrees to maintain such insurance for the duration of the Agreement. It is understood and agreed that either Party may elect to self-insure or obtain insurance through a pooling agreement with other governmental entities against any or all of the risks related to this Agreement.

c. This section shall survive the expiration or early termination of this Agreement.

20. 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(E) in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the 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."

21. Family Education Rights and Privacy Act 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.

22. Time is of the Essence. Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

23. Prohibition to Contract with Entities Who Engage in Boycott of the State of Israel. The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with entities who engage in boycotts of the State of Israel. Should either Party engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

24 Retroactive Impact of Records

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

SCHOOL:

APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43.

By: Chelsea Connolly
Its: District Board President

ATTEST:

[NAME]
Board Secretary

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 Maricopa)

The foregoing was subscribed and sworn to before me this 14th day of June, 2022 by Chelsea Connolly, Board President of the Apache Junction Unified School District #43.

Edna Goff

Notary Public

EDNA D GOFF
Notary Public - Arizona
Maricopa County
Commission # 556612
My Comm. Expires Dec 20, 2022

My Commission Expires:

December 20, 2022

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this 19 day of July, 2022 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.

Jennifer D Pena

Notary Public

OFFICIAL SEAL
Jennifer D Pena
NOTARY PUBLIC - ARIZONA
Maricopa County
COMM # 578749
My Comm. Expires Nov. 18, 2023

My Commission Expires:

Nov 18, 2023

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.

District Attorney, Rodney States — Date: 7/6/2022

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.

City Attorney, Richard J. Stern — Date: 7.10.22

Apache Junction Police Department
Memorandum

Date: July 7, 2022

To: Mayor Chip Wilson and City Council

From: Chief Michael Pooley

Subject: Resolution 22-26, Apache Junction Unified School District #43 - IGA Agreement

Apache Junction Police Department (AJPD) has been asked to partner with the Apache Junction Unified School District #43 (AJUSD #43) in providing them with a school resource officer (SRO) for the Apache Junction High School with the position being filled by an AJPD sworn police officer. The position will be 100% funded (salary and benefits) by a grant secured by AJUSD for two (2) years. AJUSD #43 has committed to pay for any training the officer will need in order to fulfill the requirements of the grant.

Resolution No. 22-26 which includes an intergovernmental agreement between the City of Apache Junction and AJUSD #43, AJPD requests council approval of this partnership. The assigned officer would perform the following:

- Provide law enforcement and police services to the students, administration, campus and the areas in the immediate proximity to the school, will take reports, investigate criminal incidents and enforce state and city ordinances.
- Regularly patrol the campus to deter criminal or delinquent activities; monitor uniform crime reporting statistics (NIBRS) and act as a liaison between AJPD and AJHS and CCJHS.
- Develop and foster a partnership with AJUSD administrators in order to create a secure and safe learning environment for students; assist school administrators to enforce their own policies and procedures; protect school administrators while weapons and/or illegal drug searches are conducted.
- Be present in situations where a student's emotional state may present a risk to other students and staff members; and work in tandem with school administrators in emergency crisis planning and facility security.
- Be a highly visible participant within the school community by planning, regularly attending and participating in school-related events and functions; and build working relationships with the school's staff and parent/teacher organizations.
- Develop and teach classes with an emphasis on the positive role of police officers in society and other law-related education topics.
- Work with academic advisors and behavioral coaches in providing outside agency student services.
- Interact with students in the classroom and in the common areas with the intention of promoting law enforcement as a profession and to serve as a positive role model to students.