

RESOLUTION NO. 23-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION, ARIZONA TO ENTER INTO A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION DBA APACHE TRAIL HIGH SCHOOL FOR A GRANT-FUNDED SCHOOL RESOURCE OFFICER.

WHEREAS, ON May 12, 2020, the City of Apache Junction entered into an intergovernmental agreement ("IGA") with the American Charter Schools Foundation dba Apache Trail High School ("School") in order to assign a sworn Arizona POST certified peace officer as a full-time school resource officer ("SRO"); and

WHEREAS, the City and School desire to extend the IGA for an additional three year term as well as amend the annual salary, medical and dental insurance, retirement and social security benefit amounts; and

WHEREAS, pursuant to A.R.S. §§ 11-952(A), 15-362(13) and 15-364, cities and schools may enter into intergovernmental agreements with each other for joint or cooperative activities; and

WHEREAS, the parties have crafted the attached first amendment to the IGA which formalizes the arrangement.

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

- 1) The mayor and city council hereby approve the attached form of the first amendment IGA between City and School and the mayor is hereby authorized to sign the agreement.
- 2) The police chief or his designee is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution and to fulfill all the duties required under the IGA.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2023.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2023.

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 AMERICAN CHARTER SCHOOLS FOUNDATION TO PROVIDE A GRANT FUNDED SCHOOL RESOURCE OFFICER AT APACHE TRAIL HIGH SCHOOL

THIS AMENDMENT is made and entered into this ____ day of _____, 2023, ("the Execution Date") by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City"), and AMERICAN CHARTER SCHOOLS FOUNDATION *dba* "Apache Trail High School", an Arizona Charter School ("School"), sometimes collectively referred to as the "Parties" or individually as the "Party".

RECITALS

A. On May 12, 2020, the Parties entered into an Agreement (the "Agreement") wherein the City assigned a police officer to serve as a school resource officer ("SRO") to assist in the development and implementation of a School safety and education program on the terms and conditions set forth in the Agreement.

B. The term of the Agreement ended on May 31, 2023.

C. The School applied for a three-year grant to continue to fund the SRO Program which was approved in late May 2023 by the Arizona Department of Education.

C. The Parties desire to retroactively extend and amend the Agreement to reflect the grant award.

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 retroactively extend and amend the May 12, 2020, Agreement as follows:

1) Section 2. Term and Termination. This Agreement shall be effective retroactively beginning on June 1, 2023 and shall continue until May 31, 2026, however, either Party may terminate this Agreement for any reason upon sixty (60) calendar days' written notice to the other Party by first class certified U.S. mail, postage prepaid, addressed to the other Party as set forth in this Agreement.

2) **Section 4. Costs and Payment.**

A. School agrees to pay for each fiscal year this Agreement is in effect, the full cost of staffing the SRO with benefits, in an amount not to exceed One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00).

B. The SRO must seek approval from the 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 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 five percent (5%) per annum on any balance that remains unpaid more than fifteen (15) calendar days after the due date.

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

3) Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect until the Agreement is terminated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

SCHOOL:

**AMERICAN CHARTER SCHOOLS FOUNDATION
dba APACHE TRAIL HIGH SCHOOL, an Arizona
charter school**

**By: Patrick Lawrence
Its: Chief Financial Officer**

CITY:

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

By: Walter "Chip" Wilson

Its: Mayor

ATTEST:

**Jennifer Pena
City Clerk**

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.

Michelle Thomas, ATHS Attorney

Date

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.

Richard J. Stern, City Attorney

Date