

RESOLUTION NO. 20-06

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 AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION DBA APACHE TRAIL HIGH SCHOOL FOR A GRANT-FUNDED SCHOOL RESOURCE OFFICER.

WHEREAS, the City of Apache Junction ("City") and the American Charter Schools Foundation dba Apache Trail High School ("School") desire to enter into an intergovernmental agreement ("IGA") allowing City to assign a police officer as a full-time school resource officer ("SRO"); 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, School will pay the officer's salary, medical and dental insurance, retirement, and social security; and

WHEREAS, the parties have crafted the attached 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 IGA between City and School and the mayor is hereby authorized to sign the agreement.
- 2) The city manager 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 \_\_\_\_\_, 20\_\_.

SIGNED AND ATTESTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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JEFF SERDY  
Mayor

ATTEST:

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JENNIFER PEÑA  
City Clerk

APPROVED AS TO FORM:

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RICHARD J. STERN  
City Attorney

## ATTACHMENT A

**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 INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, ("Effective Date") by and between 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"). 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"), and to assist in the development and implementation of a school safety program and a law-related education program (referred to collectively as the "School Safety Program"), and City is willing to assign a police officer to School for such purposes 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) days prior to the commencement of the school year until the end of that school year to perform SRO duties at Apache Trail High School located at 945 West Apache Trail, Apache Junction, Arizona, 85120.

2. Term and Termination. This Agreement shall commence on the effective date and shall continue until May 31, 2023. 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 mail, postage prepaid, addressed to the other Party as set forth in 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.

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

#### **4. Costs and Payment.**

A. School agrees to pay City Thirty Two Thousand Six Hundred Seventy Four dollars and no cents (\$32,674.00) for fiscal year 2019 – 2020 and One Hundred Seventeen Thousand Seven Hundred Fifty Seven dollars and no cents (\$117,757.00) for fiscal year 2020 – 2021 in consideration for the services provided by City as set forth in Exhibit A.

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 ten percent (10%) 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.

#### **5. School Resource Officer's (SRO's) Responsibilities and Goals.**

A. An SRO shall have the following responsibilities:

i. Establish and maintain a professional working relationship with School officials.

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. Attempt to locate and return to School all students who are identified as absent from School without an acceptable excuse.

v. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

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

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

viii. 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 abuse incidents with the objective of reducing truancy and abuse rates.
- ii. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students who abuse the truancy rules during each month that this Agreement is in effect.
- iii. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.
- iv. 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.
- v. Provide counseling and 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.

**6. School Safety Program; Duties and Responsibilities.**

A. The Parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, a copy of which is on file with City police chief and School principal.

B. Each Party agrees to assume the roles and responsibilities assigned to it as per the School Safety Program Guidance Manual.

C. The assigned SRO shall have the additional following general duties:

- i. Establish liaison with School administrators, staff, students and parents.
- ii. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete one hundred eighty (180) hours of

classroom law-related education instruction per year as outlined in the above-referenced guidance manual.

iii. Network with community agencies that may or do provide services to School.

iv. Act as a resource in the investigation of School-related criminal activities.

v. Participate in the Parent-Teacher Association as requested.

vi. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.

vii. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.

viii. Provide information when requested to students, parents, and staff in law-related situations.

ix. Attend annual training provided by the Arizona Department of Education (“ADE”) with all related travel expenses to be paid by School.

x. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that takes the officer off School’s campus.

xi. Collaborate with School personnel on safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

D. 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. Work with the School safety team to review and update the School safety plan, and conduct School-wide exercises to test the plan.

vi. Plan in-service training.

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

viii. Work with community-based and youth recreational and leadership development activities that complement and reinforce the School Safety Program.

ix. Attend training opportunities.

**7. Time and Place of Performance.**

A. City will ensure that the assigned SRO will serve a ten (10) month, full-time, forty (40) hour a week assignment as specified by School's grant application. 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 problems.

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. All amendments to this Agreement must be in writing and approved by City.

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

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: American Charter Schools Foundation  
Attn: Chief Financial Officer  
7500 N. Dreamy Draw Dr., Suite 220  
Phoenix, Arizona 85020

12. Fingerprinting and Background Check. City represents and warrants that the SRO meets all fingerprinting and background check clearances as per AZPOST requirements to serves 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. City and School 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. Resolution of Disputes. In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the Parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.

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

19. 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.

20. Indemnification and Insurance. To the extent permitted by law, each Party covenants and agrees to fully indemnify, defend and hold harmless the other Party, 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 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. It is understood and agreed that both Parties may elect to self-insure or obtain insurance through their pooling agreement with other governmental entities against any or all of the risks related to this Agreement. This section shall survive the expiration or early termination of this Agreement.

21. 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 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control 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 worker's compensation."

22. 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.

23. 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.

24. 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 School under this Agreement 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.

25. Conflict of Interest. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

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

SCHOOL:

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

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By: Patrick Lawrence  
Its: Chief Financial Officer

**CITY:**

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

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**By: Thomas Kelly  
Its: Police Chief**

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Patrick Lawrence, Chief Financial Officer, of American Charter Schools Foundation *dba* "Apache Trail High School", an Arizona charter school.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF PINAL       )

The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Thomas Kelly, Police Chief, 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.

\_\_\_\_\_, 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

## EXHIBIT A

City of Apache Junction Police Department  
Fiscal Management Bureau

**School Resource Officer (SRO) Rates -  
FY2019-20**

**The school districts are responsible for 100% of the cost of the officer.  
100% of the officer's cost is \$32,674.**

<b>TOTAL SALARIES CALCULATIONS</b>				
<b>Category:</b>	<b>Police Officer</b>			
<b>Mo. Salary</b>			<b># of Mths</b>	<b>TOTAL</b>
Salaries-Police		\$ 28.60	3.5	\$ 18,303
<b>Total Salaries</b>				\$ 18,303
<b>Fringe Costs:</b>				
Industrial Insurance	5.91%			\$ 1,082
Retirement System	61.34%			\$ 11,227
Social Security	1.45%			\$ 265
Health, Dental, Life, LTD, Cancer, Unemployment Insurance	9.82%			\$ 1,797
<b>Total Fringes</b>				\$ 14,371
<b>Total Personal Services</b>				<b>\$ 32,674</b>
<b>Prorated Hourly Rate - Officer</b>				<b>\$ 51.05</b>

	<b>Annual</b>
<b>Total Cost per School Resource Officer</b>	<b>\$ 32,674</b>
<b>Billed in 10 increments at \$3,267 per increment</b>	

Hours will be **credited** at the rate below which is derived by dividing **\$32,674**  
by 640 hours

SRO \$ 51.05

Overtime will be **charged** at the overtime rate below for FY2019-2020

SRO \$ 76.58

City of Apache Junction Police Department  
Fiscal Management Bureau

**School Resource Officer (SRO) Rates  
FY2020-2021**

**The school districts are responsible for 100% of the cost of the officer.  
100% of the officer's cost is \$117,757**

<b>TOTAL SALARIES CALCULATIONS</b>				
<b>Category:</b>	<b>Police Officer</b>			
<b>Mo. Salary</b>			<b># of Mths</b>	<b>TOTAL</b>
Salaries-Police		\$29,3130	12	\$ 60,971
<b>Total Salaries</b>				\$ 60,971
<b>Fringe Costs:</b>				
Industrial Insurance	5.91%			\$ 3,603
Retirement System	65.19%			\$ 39,745
Social Security	1.45%			\$ 884
Health, Dental, Life, LTD, Cancer, Unemployment Insurance	20.59%			\$ 12,554
<b>Total Fringes</b>				\$ 56,786
<b>Total Personal Services</b>				<b>\$ 117,757</b>
<b>Prorated Hourly Rate - Officer</b>				<b>\$ 56.61</b>

	<b>Annual</b>
<b>Total Cost per School Resource Officer</b>	<b>\$ 117,757</b>
<b>Billed in 10 increments at \$12,017 per increment</b>	

Hours will be **credited** at the rate below which is derived by dividing **\$117,757**  
by 2,080 hours

SRO \$ 56.61

Overtime will be **charged** at the overtime rate below for FY2020-2021

SRO \$ 84.92