



City of Avondale

City Council Meeting

Monday, September 9, 2024

Mayor and Council

Kenneth Weise, Mayor

Mike Pineda, Vice Mayor

Tina Conde, Council Member | Curtis Nielson, Council Member

Veronica Malone, Council Member | Gloria Solorio, Council Member

Max White, Council Member

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Katie Gregory, Assistant City Manager

Dale Nannenga, Deputy City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:

<https://www.avondaleaz.new.swagit.com/views/540/>

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, September 9, 2024

CITY COUNCIL CHAMBER | 11465 WEST CIVIC CENTER DRIVE | AVONDALE AZ, 85323

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. NEW EMPLOYEE INTRODUCTIONS

The following new employees will be presented to City Council. This item is for discussion only.

City Manager's Office

- Sandy Moshi, Management Intern

Development Services Department

- Mark Byrd, Deputy Building Official
- Christina LaVelle, Senior Planner

Engineering Department

- Chris Ray, CIP Project Manager

Finance and Budget Department

- Emily Zenk, Senior Budget Analyst
- Vasile Samartinean, Revenue Manager

Fire and Medical Department

- Parker James, Firefighter
- Alan Galvez, Firefighter

Information Technology Department

- Tanner Engelhardt, Help Desk Technician

Parks, Recreation, and Libraries Department

- Marysol Ortiz, Recreation Programmer
- Brittany Garcia, Administrative Assistant
- Stacy Swainston, Assistant Director

b. EMPLOYEE RECOGNITION - CERTIFIED DESTINATION MANAGEMENT EXECUTIVE (CDME)

City Council will recognize Nikki Taylor for earning the Certified Destination Management Executive (CDME) designation. This item is for discussion only.

c. PROCLAMATION - NATIONAL SUICIDE PREVENTION MONTH

City Council will present a Proclamation recognizing September 2024 as National Suicide Prevention Month. This item is for discussion only.

d. PUBLIC ART UPDATE

City Council will receive an update from staff regarding Public Art. This item is for discussion only.

e. AQUATIC CENTER UPDATE

City Council will receive an update from staff regarding the Avondale Aquatic Center operations. This item is for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the August 19, 2024 City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1087-0924 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT- LEGACY AVONDALE HOUSING REDEVELOPMENT PROJECT PHASE 3 AND AVONDALE INFILL HOUSING PROGRAM

City Council will consider a request to adopt Resolution 1087-0924, approving a First Amendment to an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) for the development of affordable housing in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1088-0924 - INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 - SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1088-0924, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer at Agua Fria High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1089-0924 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #214, LA JOYA/WESTVIEW - SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1089-0924, authorizing an Intergovernmental Agreement with Tolleson Union High School District #214 and the City of Avondale to share the cost of providing School Resource Officers (SROs) at La Joya and Westview High Schools to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1090-0924 – INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION, ESTRELLA HIGH SCHOOL - SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1090-0924, authorizing an Intergovernmental Agreement between the American Charter Schools Foundation and the City of Avondale to share the cost of providing a School Resource Officer at Estrella High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- f. **RESOLUTION 1091-0924 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #214, WEST POINT HIGH SCHOOL - SCHOOL RESOURCE OFFICER**
City Council will consider a request to adopt Resolution 1091-0924, authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing a School Resource Officer at West Point High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. **ORDINANCE 2026-0924 – AMENDING THE AVONDALE CITY CODE, CHAPTER 3, ARTICLE II, LIVESTOCK, FOWL, ETC TO ALLOW FOR BACKYARD FOWL**
City Council will consider a request to adopt Ordinance 2026-0924, amending the Avondale City Code, Chapter 3, Article II, Livestock, Fowl, Etc to allow for Backyard Fowl, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

- a. **GENERAL OBLIGATION (G.O.) BONDS PRESENTATION AND RESOLUTION 1092-0924 - CITY OF AVONDALE 2025 CITIZEN BOND ELECTION COMMITTEE CREATION AND BYLAWS**
City Council will: a) receive a presentation from staff related to General Obligation (G.O.) bonds and information on a potential November 2025 ballot question; b) consider a request to adopt Resolution 1092-0924, approving the creation of the Avondale 2025 Citizen Bond Election Committee and the adoption of the Citizen Bond Election Committee bylaws; and c) consider a request to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- b. **PUBLIC HEARING AND ORDINANCE 2027-0924 - ZONING TEXT AMENDMENT PL-24-0174**
City Council will hold a public hearing and consider a City-initiated request to adopt Ordinance 2027-0924, approving text amendments to the Zoning Ordinance to modify definitions and standards in the Zoning Ordinance to reflect recent changes in State law related to backyard fowl, provide for cross-references, and address the overall accuracy and usability and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS (5 minutes)

7. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

ITEM NUMBER: 2.b.

SUBJECT: Employee Recognition - Certified Destination Management Executive (CDME)

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Cheryl Covert, Interim Economic Development & Tourism Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
-

PURPOSE:

City Council will recognize Nikki Taylor for earning the Certified Destination Management Executive (CDME) designation. This item is for discussion only.

BACKGROUND:

The Certified Destination Management Executive (CDME) is the tourism industry's highest individual educational achievement. The program prepares senior executives to thrive in a constantly changing environment. The program focuses on vision, leadership, productivity and implementing business strategies. This certificate is a four-year-long program that Nikki completed in two years. Nikki has nearly two decades of experience in the hospitality and tourism industry and is an asset to Avondale.

DISCUSSION:

Nikki Taylor is the Destination Sales Manager within the Economic Development and Tourism Department. Nikki earned her CDME designation on July 16th, 2024, and she is only one of three people to hold this prestigious designation within the state.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution:

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - National Suicide Prevention Month

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Ron Corbin, City Manager

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will present a Proclamation recognizing September 2024 as National Suicide Prevention Month. This item is for discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing September 2024 as National Suicide Prevention Month.

DISCUSSION:

September is recognized as Suicide Awareness Month, and it is meant to raise the viability of mental health and proactive suicide prevention resources in our community. We want to start the conversation, destigmatize it, and help connect people with the appropriate support services. According to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States. Each suicide impacts 100 additional people, including family, friends, service members, co-workers, and neighbors. Nearly everyone has been affected by suicide. The City of Avondale publicly places its full support behind those who work in mental health, education, and law enforcement. We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Sandra Salas, Management Analyst
Aneyssa Romo, Management Analyst



NATIONAL SUICIDE PREVENTION & ACTION MONTH

September 2024

Whereas, September is recognized as "Suicide Awareness Month" to raise the visibility of mental health and proactive suicide prevention resources in our community; and

Whereas, we want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

Whereas, according to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States; and

Whereas, each suicide impacts 100 additional people, including family, friends, service members, co-workers, and neighbors, nearly everyone has been impacted by suicide; and

Whereas, the City of Avondale publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

Whereas, every member of our community should understand that throughout life's struggles, we all need the occasional reminder that we are all fighting our own battles; and

Whereas, we encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other; and

NOW THEREFORE, Mayor and Council of the City of Avondale, Arizona, do hereby proclaim the month of September 2024 as National Suicide Prevention & Action Month in the City of Avondale.

Mayor Weise

Vice Mayor Pineda

Council Member Conde

Council Member Malone

Council Member Nielson

Council Member Solorio

Council Member White

Attest: City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Public Art Update

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation, and Libraries Director

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.
 - Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.
 - Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.
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PURPOSE:

City Council will receive an update from staff regarding Public Art. This item is for discussion only.

BACKGROUND:

Public art plays a role in creating opportunities for cultural tourism, economic development and image building. Per City of Avondale Zoning Ordinance – Section 11, Public Art is to beautify the community with a wide variety of quality artistic elements. Residents and visitors may enjoy the artistic elements and will often return to experience them again while shopping or doing business.

The Municipal Art Committee and the Public Art Master Plan seek to define Avondale as a unique sense of place, with a community identity that celebrates the past and embraces the future as a rich and vibrant arts and entertainment center celebrating the talents and culture of the people who live here.

DISCUSSION:

In fiscal year 2024, the Municipal Public Art program was transferred from Marketing and Public Relations to Parks and Recreation. The department coordinates with the Municipal Art Committee to review, approve, install, and maintain public art in conformance with the Public Art Master Plan and has completed some significant pieces over the last year with a full schedule moving forward. The committee also maintains monies

collected by the City in accordance with the fee in lieu contributed to the Public Art Fund, for later purchase and installation of public art. Staff will provide an overview of recently completed projects, status updates of new installations, and a schedule for FY2025 calls to artists.

BUDGET IMPACT:

The FY2025 budget includes \$534,900 in the Public Art fund.

RECOMMENDATION:

Contact person for document distribution: Corey Larriva, Stephanie Flood, Dominic DeCono

ITEM NUMBER: 2.e.

SUBJECT: Aquatic Center Update

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation, and Libraries Director

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

A modern aquatic center will provide opportunities for learn-to-swim classes, competitive swimming/diving, instructional programs such as lifeguarding courses, recreational swimming, lap swimming, exercise and aerobic classes, event rentals, scuba diving, and family and group gatherings.

PURPOSE:

City Council will receive an update from staff regarding the Avondale Aquatic Center operations. This item is for discussion only.

BACKGROUND:

On January 8, 2024, City Council adopted the updated fee schedule to include access and rental costs for the new aquatic center. The department was directed to maintain resident priority and report attendance and program participation for further review. On April 20, 2024, the aquatic center opened for residents and city employees to use at the Wave Fest event with an official grand opening on Memorial Day weekend, providing the community with a premier destination for aquatic fun and recreation.

The facility experienced extensive use and program participation by residents throughout the first summer season. This aquatics division continues to focus on the establishment of local partnerships, lifeguard retention, new program development, and establishing operating procedures for the new facility.

DISCUSSION:

Staff will present an overview of summer usage, local partnerships, and upcoming aquatic program schedules.

BUDGET IMPACT:

Aquatic Center revenue and operational costs are budgeted for FY2025.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Mark Foote, Corey Larriva

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes. The meeting minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the August 19, 2024 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the August 19, 2024 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
August 19, 2024

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:31 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection.

Members Present: Mayor Kenn Weise; Vice Mayor Mike Pineda; Council Members Tina Conde, Veronica Malone, Curtis Nielson, Gloria Solorio, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Cheryl Covert, Interim Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll, Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 25 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Larnell Farmer, a retired police officer and current president of the West Valley NAACP, addressed the City Council regarding the police-involved shooting of Amarion Hope in February 2023. Mr. Farmer described this incident as egregious and unjustified because the 17-year-old juvenile was unarmed and running away from the police officers. Upon receiving and reviewing the reports from the Avondale Police Department, Peoria Police Department, and internal investigation as well as watching footage of the shooting, he is asking City Council to reopen the investigation with another agency because the shooting was not justified.

3. CONSENT AGENDA

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Pineda, seconded by Council Member Conde, to approve the Consent Agenda.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the July 1, 2024, and July 8, 2024, City Council meeting minutes.

b. CITY COUNCIL MEETING SCHEDULE FOR 2025

City Council approved the 2025 City Council Meeting Schedule and authorized the City Clerk to execute the necessary documents.

c. FISCAL YEAR 2024 END-OF-YEAR BUDGET TRANSFER AND FISCAL YEAR 2025 PUBLIC ART BUDGET TRANSFER

City Council a) approved budget transfers as summarized in the attached Exhibit A; b) facilitated items by increasing the award authority for these items; and c) authorized Finance and Budget Department staff to take the steps necessary to execute the transfers.

d. RESOLUTION 1080-0824 – CANVASS OF VOTES FOR THE JULY 30, 2024, PRIMARY ELECTION

City Council adopted Resolution 1080-0824, canvassing the results of the July 30, 2024, Primary Election, and authorized the City Clerk to issue Certificates of Election.

e. RESOLUTION 1081-0824 – APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION FOR THE COMMUNITY FISHING PROGRAM

City Council adopted Resolution 1081-0824, authorizing a new Intergovernmental Agreement with the Arizona Game & Fish Commission to extend the Community Fishing Program for a five-year period, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

f. RESOLUTION 1082-0824 – AUTHORIZING GRANT ACCEPTANCE FROM THE ARIZONA STATE PARKS BOARD FOR THE OFF-HIGHWAY VEHICLE EDUCATION AND ENFORCEMENT GRANT

City Council a) adopted Resolution 1082-0824, approving the acceptance of the Off-Highway Vehicle Education and Enforcement Grant through the Arizona State Parks Board; b) authorized the necessary budget transfers associated with this grant; and c) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

g. RESOLUTION 1083-0824 – AUTHORIZING GRANT ACCEPTANCE FROM MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM (SITING PLANS)

City Council a) adopted Resolution 1083-0824, accepting grant funding from the Maricopa Association of Governments (MAG) for the Electric Vehicle Charging Infrastructure Program (Siting Plans) in the amount of \$100,000; b) authorized and directed staff to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution; and c) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

h. ORDINANCE 2018-0824 – ABANDONMENT OF A TEMPORARY WATERLINE EASEMENT AT FULTON HOMES ACCLAIM

City Council adopted Ordinance 2018-0824, authorizing the abandonment of a temporary waterline easement located generally 2,600 feet north of Thomas Road and west of 99th Avenue, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

i. ORDINANCE 2019-0824 – ACCEPTANCE OF DEDICATION OF A PUBLIC WATERLINE EASEMENT FROM 117 LAND LLC, RELATED TO THE DISTRICT AT CRYSTAL SPRINGS DEVELOPMENT

City Council adopted Ordinance 2019-0824, authorizing the acceptance of dedication of a public waterline easement from 117 Land LLC, for Lot 1 as it relates to The District at Crystal Springs development and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

j. ORDINANCE 2020-0824 – ACCEPTANCE OF DEDICATION OF A PUBLIC WATERLINE EASEMENT FROM STOTZ FARMS, INC., RELATED TO THE DISTRICT AT CRYSTAL SPRINGS DEVELOPMENT

City Council adopted Ordinance 2020-0824, authorizing the acceptance of dedication of a public waterline easement from Stotz Farms, Inc., for Lot 2 as it relates to The District at Crystal Springs development and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

k. ORDINANCE 2021-0824 – ACCEPTANCE OF DEDICATION OF A PUBLIC WATERLINE EASEMENT FROM STOTZ FARMS, INC., RELATED TO THE DISTRICT AT CRYSTAL SPRINGS DEVELOPMENT

City Council adopted Ordinance 2021-0824, authorizing the acceptance of dedication of a public waterline easement from Stotz Farms, Inc., for Lot 3 as it relates to The District at Crystal Springs development and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

I. ORDINANCE 2022-0824 – ACCEPTANCE OF DEDICATION OF A PUBLIC WATERLINE EASEMENT FROM ENCOMPASS HEALTH ARIZONA REAL ESTATE, LLC, RELATED TO THE DISTRICT AT CRYSTAL SPRINGS DEVELOPMENT

City Council adopted Ordinance 2022-0824, authorizing the acceptance of dedication of a public waterline easement from Encompass Health Arizona Real Estate, LLC, for Lot 4 as it relates to The District at Crystal Springs development and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

m. ORDINANCE 2023-0824 – ACCEPTANCE OF DEDICATION OF A PUBLIC WATERLINE EASEMENT FROM STOTZ FARMS, INC., RELATED TO THE DISTRICT AT CRYSTAL SPRINGS DEVELOPMENT

City Council adopted Ordinance 2023-0824 authorizing the acceptance of dedication of a public waterline easement from Stotz Farms, Inc., for Lot 5 as it relates to The District at Crystal Springs development and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

n. ORDINANCE 2024-0824 – LOWER BUCKEYE ROAD RIGHT-OF-WAY ANNEXATION

City Council adopted Ordinance 2024-0824, authorizing the annexation of a portion of the Lower Buckeye Road right-of-way, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

o. FINAL PLAT FOR FULTON HOMES ACCLAIM – PHASE 2B – APPLICATION PL-23-0366

City Council a) approved Application PL-23-0366, a request by Meikle Garrett with EPS Group, Inc., on behalf of Fulton Homes Corporation, for approval of the Final Plat for Fulton Homes Acclaim – Phase 2B, generally located at the northwest corner of 99th Avenue and Thomas Road; and b) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

p. BOARD AND COMMISSION APPOINTMENTS AND BOARD MEMBER REMOVAL FROM THE BOARD OF ADJUSTMENT

City Council a) removed Margarita Barron from the Board of Adjustment due to being non-responsive; b) approved the following appointments to the City's Boards, Commissions, and Committees as recommended by the City Council Subcommittee on Boards, Commissions, and Committees; and c) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

- Rhonda Bell as a Regular Member to the Municipal Art Committee with a partial term to expire on 12/31/2026.
- Deanna Sapata as an Alternate Member to the Municipal Art Committee with a partial term to expire on 12/31/2026.
- Nicole List as a Regular Member to the Board of Adjustment with a partial term to expire on 12/31/2024.
- Natosha Edmonds as a Regular Member to the Board of Adjustment with a partial term to expire on 12/31/2026.
- Zahra Muhidin as a Regular Member to the Sustainability Commission with a partial term to expire on 12/31/2026.
- Diana Estrada as a Regular Member to the Sustainability Commission with a partial term to expire on 12/31/2025.
- Ramon Sanchez as a Regular Member to the Sustainability Commission with a partial term to expire on 12/31/2025.
- Ben Ruoti as an Alternate Member to the Sustainability Commission, with a partial term to expire on 12/31/2024.

4. REGULAR AGENDA

a. PUBLIC HEARING – EXTRA SPACE STORAGE – APPEAL OF CONDITIONAL USE PERMIT – APPLICATION PL-23-0303

City Council held a public hearing and considered an appeal by Adam Baugh of Withey Morris Baugh (on behalf of Extra Space Storage) of the Planning Commission's denial of a conditional use permit (CUP) to allow for a mini storage warehouse and personal storage development. The 2.28 net-acre subject property is located at the southwest corner of Indian School Road and Osborn Road. This project was previously approved as a CUP by the City Council on June 21, 2021, zoning case PL-21-0003. The previous CUP has expired, and the appellant filed an application for a new one to move forward with the development. The Planning Commission denied the application. City Council may affirm, reverse, or modify the decision of the Planning Commission.

Pursuant to Ariz. Rev. Stat. 38-431.03(A)(3), City Council may move and vote to go into executive session for discussion with the City's Attorneys for legal advice on the appeal of the denial of Extra Space Storage Conditional Use Permit Application PL-23-0303.

Mayor Weise stated the City Council would be acting in a quasi-judicial role because this is an appeal. Ms. Harris reviewed the difference between the Council's legislative role and quasi-judicial role.

On behalf of the applicant, Adam Baugh of Withey Morris Baugh noted in 2021, staff and the Planning Commission recommended approval of this same CUP, which contains the same facts and scenarios as the current application before you. The purpose of the current application is to reapprove the CUP that was approved in 2021 with the same manner, size, scope, design, and operation.

The property is zoned C-2, which allows the use subject to the use permit, and it is not a question of whether the use is preferred or desired but if the use meets the five criteria of the use permit test. This is a two-story storage facility with a 30-foot height consistent with the C-2 zoning district. Access is proposed from Osborn Road, and there will be two recessed loading areas as well as significant landscaping along the property.

Within the previously approved CUP, a code states you must commence construction within two years. However, with the need to obtain a site plan, complete the platting process, and obtain a building permit all before you can start construction, two years was not enough time—not due to any failure to effect use or complete the process, but simply because it takes time to go from dirt to operation with all the processes in between. This project was in the final stages of obtaining the building permit when the CUP's two-year period expired.

The applicant explained they do not understand where the opposition is coming from as there was no opposition in 2021. Again, the request is to reapprove what was previously approved, and the criteria matters because this is not a decision based on popularity, if we want it, or if there is too much in the area; it is a decision based on the five elements of the legal criteria within the zoning ordinance.

Conditional Use Permit Criteria:

- That the proposed use is consistent with the land-use designation set forth in the General Plan; will further the City's general guidelines and objectives for the development of the area, as set forth in the General Plan; and will be consistent with the desired character of the surrounding area.
 - The local commercial designation allows and promotes commercial services in the immediate area, like a storage facility that is used by residents. This property was zoned in 1976 and has been vacant since, and the ability to build brings infrastructure and fulfills goals within the North Avondale Specific Plan. The building is consistent with surrounding commercial uses, with stucco masonry and earth tone colors.
- That the use will be compatible with other adjacent and nearby land uses and will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood, or the public welfare in general.
 - The facility is located on a major arterial street in a commercial area and buffered by other commercial buildings from residents to the south. The building height is

equal to the building heights of the commercial center next to it and shorter than some of the surrounding buildings. The loading area is recessed under the building. Traffic is minimal, with eight trips in and out during peak hours.

- That the site is adequate in size and shape to accommodate the proposed use, allows safe on-site circulation, and meets all required development standards, including, but not limited to, setbacks, parking, screening, and landscaping.
 - The City staff completed an analysis and approved the site plan without variances or deviations and verified it met the legal standards related to development of this use.
- That the site has appropriate access to public streets, with adequate capacity to carry the type and quantity of traffic generated by the proposed use.
 - The property will be accessed from Osborn Road, and the surrounding streets can accommodate the minimal demand and traffic impact.
- That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.
 - Another two years to commence use, no sale of goods or materials out of the storage units, the ability to regulate and prohibit hazardous materials, and the requirement that the development comply precisely with the plans before you today.

Upon reading the concerns presented by community members, Mr. Baugh responded, noting in relation to hazardous materials, they are not permitted, they are very restrictive, and it is included in the leases. Traffic was another main concern, which has already been addressed. The 30-foot height of the building is allowed in the commercial zoning district. An outside service is used to mitigate any chance of pests or rodents within the facility. I do not believe trash is a legitimate issue, but the facility will be gated without public access, with several dumpsters on site that can be picked sooner if necessary. Lighting at the facility is called wall pack, which is shielded and directed downward, which is intentional and part of the City's analysis to ensure the foot candle does not exceed City standard. There is an agreement to extinguish the office lights at 8:00 p.m., leaving the wall pack lights and signage seen from Indian School Road and Osborn Road.

In 2021, a neighborhood meeting was held virtually in December with multiple attendees and a second one in January 2022 with five attendees. In 2024, upon appeal, a neighborhood meeting was held in April with two attendees and a second one in June with two attendees. An attempt was made to meet with Dysart Ranch Community to sort through facts versus perception and fear, but it was declined. There appeared to be procedural confusion at the Planning Commission meeting where the CUP was denied with a 2-2 tied vote because the analysis appeared based on a zoning case. The criteria in a CUP are not subjective because they are outlined in the City's code, and this use is

allowed in a C-2 district and, consistent to the General Plan, will generate low traffic and minimal noise.

Sandra Freund, Senior Planner, provided an overview of Application PL-23-0303 for a CUP to allow a Mini Storage Warehouse and Personal Storage facility in the Palm Valley Planned Area Development (PAD), which includes community commercial uses and development standards. A CUP for this development was previously approved on June 21, 2021, but has since expired, and the applicant is requesting a new approval for the same project to allow the development to move forward. The property, which is 2.23 net acres, was annexed in the City in 1981 on Indian School Road and Osborn Road. To the north is Litchfield Park with single family homes. Access will only be from west Osborn Road through a controlled security gate, and on-site parking will accommodate 10 vehicles with covered loading sections. The south elevation will be visible from the post office.

The staff's analysis found that the project conforms with the General Plan, zoning, and existing development, complies with the City's commercial design manual, and is a low traffic generator. The developer must meet five conditions of approval for the project: Consistent with the General Plan 2030 and North Avondale Specific Plan to facilitate and build out North Avondale; Compatible with existing land uses; Suitable size to accommodate use and meet all required development standards: The site is 2.3 acres with a proposed use of a fully enclosed mini storage facility, which is considered among the least impactful commercial uses. The architectural design includes stucco masonry and earth tones to complement the area, and the project meets development standards; Adequate access to public streets and capacity to accommodate traffic generated by the proposed use. The proposed project will have full access to Osborn Road and is considered very low traffic generating compared to other commercial uses; and Adequate conditions in place to mitigate any negative impacts from the project should they occur.

The applicant had several neighborhood meetings to review the proposal, answer questions, and take public comment. Prior to the Planning Commission meeting, a virtual meeting was held on December 19, 2023, and an in-person meeting on January 31, 2024. A meeting was held at Litchfield Elementary School on April 15, 2024, and June 11, 2024, prior to the City Council meetings, with only two attendees at each meeting. One was virtual and the other in person. The public comments focused on traffic safety concerns, landscape and water demand, and the proposed use at this location. On the City's digital platform, Avondale Connect, we received two comments. One of the comments had concerns about the traffic and building height and the other comment voiced support for the project.

Public comment at the February 21, 2024, Planning Commission meeting expressed concern about traffic, noise, safety, property values, and visual quality. All public comments received at the time of publication are included in the packet, with most of them being focused on traffic safety, landscape, water demand, and location. Staff is aware of the objections raised about the sign, and those issues have been resolved. Proper notification was made for the public hearing, with a posting at the site on August 4, 2024,

post cards mailed to property owners on July 25, 2024, and a newspaper legal ad published on July 24, 2024.

The Planning Commission approval failed with a 2-2 tie vote. A copy of the Planning Commission minutes, including public comments received, is included in the packet. An appeal was filed with the City Council on March 6, 2024, and approval should be subject to the five conditions of approval listed in the staff report. If the decision is reversed or modified, the Council will direct Attorney Harris to prepare written findings setting the basis for the decision.

Mayor Weise opened the public hearing. The City Clerk read the following public comments into the record.

R Bridges: Opposed to the agenda item. "I am opposed to any development made in the neighborhood until the city does something about the rampant speeding through here, namely Osborn between Dysart and Indian School. At peak hours, it is already nearly impossible to turn onto Osborn from 132nd Ave due to those speeding along Osborn. Pushing more traffic through here decreases our quality of life and our safety. Thank you for your consideration."

Catherine M: Opposed of this agenda item, no comments.

Deborah Wilson: Opposed of this agenda item. "As a property owner in Dysart Ranch, I am opposed to breaking the current C2 zoning to allow yet another storage facility to be built in our area. A facility like this is in such close proximity to our neighborhood will only have a negative impact such as the increased possibility of crime, unkempt property, and even homeless related issues that is rapidly moving into our area. In addition, the type of building proposed is not in keeping with the surrounding area and its current aesthetic. This area would be better used for the purpose it was intended by C2 zoning which would be businesses that provide value to the surrounding community such as medical offices, a day care, shops, or even restaurants. My biggest concern is that this type of facility will break our current zoning that is appropriate for this area and will open the door for other non-C2 uses on adjacent parcels. Thank you."

Andrea Sandoval: Opposed of this agenda item. "I wish to speak at the meeting I am opposed to this agenda item. I would like my previous written statement removed from the record and my statement at this meeting be utilized as my statement of record."

Virginia Theel: Opposed of this agenda item. "I just heard about another monstrosity of a storage facility. My goodness there are already hundreds of big box storage all over Buckeye, Avondale and especially Goodyear. We are becoming a commercialized area that will allow more big rig vehicles onto our already jammed, parking lot type freeways. The freeways will not be expanded enough to carry all the excess vehicles. I've lived in Goodyear for 23 years and it was a wonderful, charming family town. Now it's dominated by ugly, multi-level apartments and box buildings. I definitely say no to another one being allowed to be built close to the family home neighbors and a critical post office. Additionally, we have a water crisis and adding these huge facilities will further put a strain

on our natural resources. Greed has taken common sense. When is enough, enough? Please do not allow this reasoning for another commercial monstrosity.”

Edward Quinn: Opposed of this agenda item. “Edward & Lisa Quinn – Statement in Opposition to Appeal PL-23-0303. As a resident of Dysart Ranch, my wife Lisa Quinn, and myself, Edward Quinn, strongly oppose this conditional use permit. As others have stated throughout this process, this type of facility favors only the investor stakeholders and seems to completely disregard the actual community stakeholders, and the environmental issues related to this use. Regarding the community members like my wife and I, this type of facility fails any sort of wholesome, beneficial use for community members, as other community members have stated. Further, the record shows this developer has continually failed in his obligations in a code-regulated zoning application process for a range of things that will be covered by other community members. But in the interests of being specific, my wife and I have lived here since 2016, and in 2021, we, and many neighbors I have spoken to, did not receive any effective noticing on this project application, nor were there any attempts by this developer to reach out for cooperative community stakeholder engagement on this project application. If we had been effectively noticed, and had been effectively engaged as a stakeholder, we would have strongly opposed the project then.

The use does not serve the immediate needs of the community, does not conform to the aesthetics of the community, does not create jobs, and does not conform to traditional C2 zoning. In fact, the developer’s other similar project in Gilbert, AZ, actually fosters an environment for crime in that facility, among other deleterious effects for that community. Our community has proven during the recent application that this applicant has not been working in good faith with the community and has sought to limit opposition. I encourage the City Council members to focus on the decision regarding the DENIAL of the planning commission, not on question of whether the current application is the same as application 2021. If it were the same application, it was AGAIN DENIED by the 2024 Avondale Planning Commission on Feb. 21, 2024, confirming that this CUP does not meet the requirements for a Conditional Use Permit. Respectfully, if I may speak for others in the community, please consider that this community and its members are informed, committed, and will remain resilient in our current and future opposition to this project, or any other project of this type.”

Stephen E: Opposed of this agenda item. “I am a Litchfield Park homeowner. My family and I vote regularly and have a great appreciation for the hard work and service of the City Council. I am writing to express my family’s vehement opposition to Guardian/Extra Space Storage’s request for a Conditional Use Permit in contravention of the existing C2 zoning. This is not simply an issue of vague concern regarding community impact. Granting this Conditional Use Permit would result in potentially catastrophic effects on the Dysart Ranch neighborhood. Due to the massive size of the Guardian/Extra Space warehouse—over 2.5 acres, with a building over 30 feet tall and over 11,000 square feet total—this building would result in substantially increased flood risk to Dysart Ranch due to the project’s impact on stormwater runoff. This impact is not speculative; it is confirmed by FEMA analysis, as well as Guardian/Extra Space’s own drainage and stormwater runoff plans for the project. Due to the widespread changes and challenges in the home

insurance industry, the increased flood risk resulting from this project will likely render Dysart Ranch homes UNINSURABLE. And if this project is approved, more similar projects will presumably apply for and be granted similar exceptions for adjacent parcels, causing the flood risk to Dysart Ranch to increase even further. The impact on Dysart Ranch homes and homeowners could be catastrophic. There are already multiple storage facilities in the area, including one (appropriately located in a commercially zoned area) that is less than a half mile away from this new proposed project. The community does not need more storage facilities. Keeping the existing zoning—C2—in place will best serve the community by prioritizing neighborhood-appropriate businesses which offer essential services, while locating commercial projects in appropriate commercial zones.

The impact of this Conditional Use permit could not be more one-sided. If the permit is denied, then Guardian/Extra Space will simply locate their business somewhere else - but if the permit is approved, the homes of an entire neighborhood will be put at risk, and homeowners will have no recourse whatsoever. Please do not prioritize the profit interests of a single business over the safety, security and financial stability of an entire neighborhood. Large commercial projects such as this one belong in commercially zoned areas, not in C2 zoned areas and not where they will put entire neighborhood at increased risk of flood. We respectfully request that Guardian/Extra Space's appeal be denied, consistent with the denial of the original Conditional Use permit. Thank you for your consideration and recognition of this community's needs."

Irene Vasquez: Opposed of this agenda item. "I oppose the storage warehouse project at the corner of Osborn and Indian School because it will depreciate property values and add to the traffic issues in the Dysart Ranch neighborhood."

Elzbieta S: Opposed of this agenda item. "I am strongly opposed to this project and believe the City has already made a correct decision when it denied the CUP for this project. A storage facility has no place in a residential neighborhood—period. The project does not fit the surrounding homes and businesses, and due to the size of this building, it is likely the neighborhood will be seriously affected by stormwater runoff based on new FEMA information and the drainage and stormwater runoff plans for this project. The current zoning of C2 does not allow for residential development, only additional valuable services for residents like medical care, shops, restaurants, day care, etc. The zoning decision was mindfully made with residents in mind. Allowing this variation flies in the face of that intent and would reflect a wholehearted disregard for residents. Please vote no and uphold the integrity of this neighborhood. There are commercial zones for a reason. This project belongs there. There is no reason the project needs to be here; it can move to where it should have been in the first place. Residents don't have that luxury and depend on City Council to ensure that residential neighborhoods stay residential. Please vote no."

J Nichols: Opposed of this agenda item. "I work at the business park next door. We've had enough of the denials that there is a link to these facilities and the homeless. We have read the vetted studies and looked at the data. Two reputable universities, ASU and

USC, partnered with the Arizona Self Storage Association to study the use of these facilities as an outreach point for the homeless. Why? Because as this independent, academic study says, many homeless or near-homeless use these facilities for storing belongings while living in vehicles or on the street, and even as shelter. A simple Google search will send you to YouTube and shows people giving tours of the units they've converted into shelter, and the so-called secure, climate-controlled facilities are their favorite. They know it's not allowed, but as they know the facilities have no staff to monitor activity after hours. There was a massive fentanyl bust recently at one of these places, and I'm sure that place had rules too."

Jay L: Opposed of this agenda item. "I would rather see a development that would create more jobs, etc., a building with a sandwich shop, an insurance agent, a bundt cake, businesses that would have more services for our community. I have used a local storage facility."

Gail Sanchez: Opposed of this agenda item. "We do not need another storage facility. There are 3 extremely close that come to mind. The Post Office I work for would deliver the mail to the business there. Has the Post Office even been notified? My Postmaster was not aware that this was even considered. What about a swap of land with Litchfield Park City Hall? What about Trader Joe's, a Cheesecake Factory, Outback, Longhorn, a Miracle Mile Deli or something that would better service the area better? Something that would look better, even a mom-and-pop sandwich place. I live in Bel Fleur and have been there for 20 years and have worked for that post office and am very familiar with the mail route. It's a lot of medical and only one food place I believe. There's nothing to walk to for lunch or coffee without driving. The neighborhood restaurants in the middle of Litchfield by the Wigwam are very profitable, and it's packed daily with residents eating outside that we need more of. We at the Post Office will service whatever is approved, and hopefully this area will remain unique and still feel like a small-town community."

Jay Lageschulte: Opposed of this agenda item. "Guardian storage sent out a letter with a Zoom meeting address for their proposed storage facility at Osborn Road and Indian school Rd. Tried several times and could not get signal in. Each time it came back invalid. I wondered how many other residents could not get signed in. Concerns me about application PL-23-0303 meeting was to be on Dec. 19th at 6pm. They gave us no phone number in the mailing to contact them. We are not in favor of a 2-story building on that property. We would have expressed more of our concerns, such as traffic flow, had we been able to sign into the meeting. Thank you, Jay and Eva Lageschulte,"

Transparency AZ: Opposed of this agenda item. "TransparencyAZ has been looking into the repository of files related to this CUP. Looks like while Guardian Storage was pleading for a reversal of the Planning Commission's 2021 denial in front of the City Council of Avondale, Paul Hedges' companies were in default with the ACC. Looks like the 2021 conditional use permit potentially obtained by fraud or misrepresentation, since the

Applicant has not proven he is a legal representative of Extra Space Storage, and Guardian Storage is not a registered company (foreign or domestic) in the State of Arizona at the time of either application. Community reps have documents presented by the applicant to the City that appear to be altered, and from what we can gather, the applicant's attorney has repeatedly made statements to City officials and the public that are misleading or untrue, including but not limited to, his safety record at other owned properties and references to ample onsite trash bins for clients. Video and photographic evidence we've obtained from the subject facility in Gilbert, as well as conversations with representatives from Extra Space Storage facilities including the subject's own, prove this not to be the case. According to the ACC, this is not the only company that Paul Hedges has formed during a construction project then allowed to fall into dissolution. We also checked out the Yelp reviews, and half of them are 1 star and talk about unresponsive management, price gouging, rats, and roaches. Due to the lack of transparency in the process, video / audio / photographic evidence, and other concerns conveyed, we stand with the community in opposition to any approval of this application."

John B: Opposed of this agenda item. "I know that many members of our community have specific points to address in opposition to the construction and operation of the storage facility. The more I learn about the facility and the tactics of the owners of the intended facility, the more uncomfortable I am with its effects on our neighborhood and the obvious disdain the owners of the facility have for the community they wish to build on top of. I know from experience the effects the building and then forever operations of a storage facility built on top of a community; there is no doubt the significant increase in traffic, particularly heavy vehicle traffic, that will occur on Osborne Road right through the middle of the Dysart Ranch community will have a poor and permanent effect on our community. We don't need this facility built on top of our community, and we don't want it here. There are plenty of appropriately zoned properties this company can use in the area that would not poorly affect the daily lives of residents of a safe and comfortable community."

Chuck L: Opposed of this agenda item with no comments.

Kathleen Monterey: Opposed of this agenda item. "Our family is on vacation. A lot of families are on vacation. I was at the previous meeting at City Hall but can't attend this one because for some reason it was scheduled during a very busy vacation season rather than in September. You waited 4 months, why give such short notice to people? At first, it appeared on the City Website as remote meeting, so I figured I could make comments. Thankfully, this was brought to my attention by a neighbor just in time to make this comment on behalf of our entire family—grandma, kids, and grandkids. Here it is: The thing about a storage facility building is that it will only ever be one thing, a storage facility. Unlike other shops or business offices, this use and design limits what can operate here. The neighborhood can't adjust and evolve. Please don't approve it."

The following individuals addressed the City Council:

Timothy La Sota spoke on behalf of the Dysart Ranch Community (DRC) HOA, noting that while this is an appeal, and the Planning Commission did not develop a proper record, the City Council would be unable to reverse or modify the appeal. Additionally, Mr. Baugh presented new evidence, which is not allowed. He discussed the notice, stating upon searching newspapers.com, no legal notice appeared, and the sign was in the middle of the field and illegible.

Andrea Sandoval discussed the many reasons she opposes this item, being the applicant was late to the meeting in April and granted a continuance; there are a number of existing storage facilities in the neighborhood; it will be an unmanaged facility; the applicant has not met all the conditions of the CUP—specifically, the entrance/exit would be into the small neighborhood next to the post office; the public signage is inaccurate and placed in locations where they cannot be read; and the community engagement has been sporadic, confusing, and unmanageable. Ms. Sandoval discussed her interaction with Council Members regarding this matter who provided her with suggestions and ideas needed to prove bad business practices.

Art Crisostomo withdrew their submitted request to speak.

Benjamin Grassi addressed the Council, who the voters have entrusted to serve them, and asked for them to vote down this appeal. They have poor signage at the site, the notice was in the middle of the field, and they only provided notice to residents within 1,000 feet, even though we all live in DRC. If this is approved, there will be 19 storage facilities within five miles of DRC with a 10–45% vacancy rate. An approval would allow further unnecessary developments, lower home values, and impede the community with trash, drugs, crime, and homelessness. This area really needs daycare facilities more than another storage facility. Please welcome in businesses that benefit the neighborhood.

Jennifer Deeds spoke on behalf of the Dysart Ranch Community Coalition. She discussed the research conducted into the noticing performed in 2021 and 2024. They believe the appeal presentation contained new information. She expressed concern with the public comments at the Planning Commission being omitted or “boiled down.” She discussed a similar project that was completed in Gilbert by the developer, including the police records obtained. Concerns were presented regarding potential misrepresentations by Mr. Hedges and Mr. Baugh. A final plea was made to support the Planning Commission’s denial.

Laida Fonte addressed the Council, expressing concern with the size and appearance of the building, security issues, after-hours noise, negative effect on property values, the 24-hour lit signage, and hazardous material. The parcel is better suited for a business that serves the community.

Eric Blocher addressed the Council, expressing concerns related to the facility not being consistent with the 2030 General Plan because the operating hours are not consistent

with the office park hours and could create a potential noise impact. The signage and night light are not consistent with the existing office park signage and night light. Excessive traffic and congestion is a concern, along with waste dumping and removal, hazardous waste, toxic materials, disposal, and vagrancy.

Greg Deeds compared the distances between a daycare, pharmacy, neighborhood market, and a storage facility to the subject location. He addressed the Council with concerns related to Mr. Hedges storage facility in Gilbert. He implored the Council to listen to the neighbors that this facility will be an economic injury.

Mayor Weise noted audience members were holding up signs that said “deny.”

Janice Kupiszewski addressed the Council, stating she is opposed to this CUP because it is not good for the community.

Charles Anderson addressed the Council, stating his opposition of the CUP and expressing concern with the impact on home values and the potential for flood insurance based on the FEMA assessment.

Laida Fonte spoke again, stating this facility should not be near any schools in the community, and the site is close to Trinity Lutheran School. She added a concern with the decrease in home values.

Jennifer Deeds spoke again, stating some of the community comments do not appear to have been read. She explained where the concern related to flooding came from and that although it was requested, a storm water pollution prevention plan has not been provided to the DRC Coalition. Although they have never said no to development, there is a saturation concern.

Mayor Weise closed the public hearing and opened the floor to the applicant for a rebuttal.

Mr. Baugh of Withey Morris Baugh reiterated the processes to go from dirt to construction take time that is often out of the developer’s control.

- A monstrosity that exceeds heights – This facility is a permitted use in the C-2 zoning and consistent with the surrounding heights.
- Flooding – The City’s engineering staff review the plans and provide comments to ensure they are compliant, and it is unclear where the flooding comments are coming from.
- Traffic – If eight trips in and out in a one-hour peak period is considered high traffic, how will the community react if a shopping center comes in?
- Property values – No evidence has been provided.

- Residential neighborhood – The site is zoned commercial and surrounded by commercial properties.
- Notices – Staff have a copy of the tear sheet from the newspaper as evidence the notice was published. The sign on the property is legally placed in the middle of the property due to a three-foot right-of-way restriction.
- Saturation – That is not a criterion the Council is allowed to consider because it is not part of the five-part test.
- Neighborhood – The facility exits onto Osborn Road, a public arterial way.
- Signage – The City has not restricted a business owner for having lit signs at night. The inside lights are extinguished at 8:00 p.m., and there is only signage facing the street and no signage on the back of the building.
- Police Records – This is a misrepresentation to refer to a different facility in a different city, and a set of facts that we have not had a chance to consider.
- Noise – How can something with so few visits create noise.

In closing, Mr. Baugh stated the only thing the City Council can consider are the parts outlined and codified in the zoning code. Staff concluded all five elements were satisfied and recommended approval at the conclusion of their presentation.

Mayor Weise opened the floor to the City Council.

Mayor Weise discussed the vote made in 2021 by the City Council and explained their responsibility is to Avondale residents, not Litchfield Park, because they have their own government. With this being a quasi-judicial panel, we are not evaluating the merits of the facility, but looking at whether the Planning and Zoning Commission of Avondale got it right or wrong. He noted the City Council cannot make a decision based off anything except for the facts presented.

Council Member White moved to enter into Executive Session pursuant to Ariz. Rev. Stat. 38-431.03(A)(3), for discussion with the City's Attorneys for legal advice on the appeal of the denial of Extra Space Storage Conditional Use Permit Application PL-23-0303; Council Member Solorio seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye

Vice Mayor Pineda	Aye
Mayor Weise	Aye

City Council recessed the Regular Meeting and convened into Executive Session at 7:00 p.m.

City Council reconvened the Regular Meeting at 7:23 p.m.

Council members were given an opportunity to comment and ask questions. In response, Ms. Harris clarified the Council is serving in a quasi-judicial capacity and their decision to reverse or affirm the Planning Commission's decision shall only be made upon the record that was presented at the Planning Commission. New evidence should not be considered unless that evidence or information was presented at the Planning Commission. Police Chief Espinosa noted the overall crime rates for both property and persons have decreased, and he does not have information related to the storage facility but will provide it later.

Ms. Freund explained in her experience the process of needing a CUP reapproved is rare, and she has not been with Avondale long enough to provide historical data. She did explain how a site plan and design review application can be submitted prior to the CUP approval. Council Member White discussed the on-site notice, stating she believed it complied with the existing code. Ms. Stevens noted she does not recall any prior applications for this property in that location. Ms. Freund confirmed the C-2 zoning matches what is being asked for. She noted other types of uses that would need a CUP within a C-2 zoning district, such as a childcare, gas station, car wash, night club, reception centers, etc.

Vice Mayor Pineda moved to reverse the Planning Commission's denial because the applicant has met the required findings as set forth in Chapter 28 of the City Code; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

The City Council reversed the Planning Commission's denial; therefore, the Extra Space Storage Conditional Use Permit Application PL-23-0303 was approved.

Mayor Weise directed Attorney Harris to prepare written findings showing that the applicant has met all the requested findings, which is the basis for this Council's decision tonight.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

None.

6. ADJOURNMENT

There being no further business before the Council, Council Member Solorio moved to adjourn the Regular Meeting; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Pineda	Aye
Mayor Weise	Aye

The meeting was adjourned at 7:35 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 19th day of August 2024. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Resolution 1087-0924 - First Amendment to Intergovernmental Agreement with Maricopa County Human Services Department– Legacy Avondale Housing Redevelopment Project Phase 3 and Avondale Infill Housing Program

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Christopher Lopez, Director

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. This is accomplished by creating new housing options that residents can afford.

PURPOSE:

City Council will consider a request to adopt Resolution 1087-0924, approving a First Amendment to an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) for the development of affordable housing in Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On September 25, 2023, City Council executed an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) to provide \$2,750,000 in American Rescue Plan funding for the City's infill housing development projects. The grant funds provided by MCHSD will allow the City of Avondale's Neighborhood and Family Services Department to develop four city-owned properties (purchased through the Neighborhood Stabilization Program) and create new affordable housing opportunities for low-moderate income households. The funds include \$1,750,000 for Legacy Avondale Housing Redevelopment Project Phase 3 and \$1,000,000 for the Avondale Infill Housing Program.

The Legacy Avondale Housing Redevelopment Project Phase 3 ("Legacy") is the third and final phase of a homeownership project. Phase 3 includes the construction of six (6) single-family homes on two (2) City-owned lots, purchased in 2009 with NSP funds at 305 and 309 E. Hill Drive, adjacent to Legacy Avondale Phase 1 and 2.

On June 17, 2024, the City entered into a Disposition and Development Agreement with Newtown CDC to develop the Legacy project with the ARPA and Community Housing Development Organization (CHDO) allocations from the County, along with the remaining NSP Program Income held by the City. Newtown will develop and sell the homes as part of a Community Land Trust (CLT). The CLT allows homes to be sold at a

price which is affordable for low-moderate income homebuyers.

The Avondale Infill Housing Program includes the construction of one duplex and one single-family detached home at 516 E. Dee Street and 320 E. Hill Drive, respectively. The City is currently negotiating through procurement the development of these lots with two non-profit housing developers.

DISCUSSION:

Council is asked to approve a First Amendment to an Intergovernmental Agreement with MCHSD to revise the budget section of the initial agreement to explicitly allow for the payment of developer fees and a Project Manager consultant through the ARPA funds. The Amendment also further defines the eligible uses of Program Income. Program Income is defined as funds earned from the sale of homes. Eligible uses include paying for any cost overruns and additional development of affordable housing in Avondale.

The funding for development is on a reimbursement basis to the City.

BUDGET IMPACT:

The total ARPA funding provided by Maricopa County for FY24 and FY25 is \$2,750,000 to develop single-family homes in Avondale. No match is required. This is included in the FY25 budget.

RECOMMENDATION:

Staff recommend that City Council approve a First Amendment to Intergovernmental with Maricopa County Human Services Department.

Contact person for document distribution: Regina Marette

RESOLUTION NO. 1087-0924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR PROVIDING THE CITY WITH AMERICAN RESCUE PLAN FUNDING FOR HOUSING DEVELOPMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The First Amendment to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to provide the City with American Rescue Plan Act funds for the Legacy Phase III and Avondale Infill projects (the “Amendment”), is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1087-0924

[Amendment]

See following pages.

**AMENDMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES
DEPARTMENT
AND
THE CITY OF AVONDALE**

- I. The City of Avondale (“City” or “Subrecipient”) and Maricopa County (“County”) administered by its Human Services Department entered into an Agreement on or about October 3, 2023, to increase affordable housing availability in the Avondale area. The County provided the City with \$2,750,000 in ARPA funds under Assistance Listing Number 21.027 for these projects. The City shall directly or through an eligible subrecipient or developer, construct and develop affordable homes to be sold to low-income homebuyers. The Agreement term is September 13, 2023, through December 31, 2025. The County and the City may be referred to individually as “Party” or collectively as “Parties.”
- II. The Parties now agree to modify the Agreement through this Amendment No. 1 to address the following.
- A. Revise Paragraph 9.0 (Compensation), Subparagraph 9.1, by removing in its entirety and replacing with the following:
- 9.1 This Agreement is on a cost reimbursement basis. Subrecipient shall submit monthly invoices to the County for all costs associated with the projects. This project is presumptively eligible as a use of ARPA funds as it meets the requirements of the HOME program (SLFRF Final Rule FAQs 2.14) and is being held to the HOME eligible project cost requirements. Per HUD CPD Notice 15-11 Section VII.D, Developers and owners may financially benefit from HOME-assisted projects, including via the use of reasonable Developer fees. Developer fees “are charged by the developer as a part of the project cost to compensate for the risk, time, and effort to build and sell or lease the property.” As such, agreed-upon Developer fees are an eligible project cost, and may be included in a claim for reimbursement. The Developer Fees will be paid out based on the amount of work completed or funds expended on the project.
- B. Revise Exhibit A (Legacy Avondale Infill Housing Phase III Statement of Work), in the following Paragraphs:
- Paragraph 1.3 (Funding Sources), Subparagraphs 1.3.1, 1.3.2, and 1.3.4 by removing in their entirety and replacing with the following:
- 1.3.1 \$1,750,000 – ARPA funds for construction hard costs, predevelopment, infrastructure, and soft construction costs, project management fees, and developer fees

- 1.3.2 \$407,000 – NSP Program Income to fund an environmental assessment, appraisals, market study, ALTA survey, architectural and engineering fees, and construction related expenses, including a portion of the developer fee.
- 1.3.4 The total project budget is: \$2,953,326.

Paragraph 3.4 (Program Income), by removing in its entirety and replacing with the following:

- 3.4 Program Income – Program Income will be defined as earnings from the sale of the homes. Initial Program Income earned will be used to pay any cost overruns. All other Program Income will be retained by the City of Avondale and reinvested into future CLT homes. The subrecipient will be required to submit an annual certification to document program income activity.

Paragraph 5.0 (Budget), by removing in its entirety and replacing with the following:

5.0 Budget

Fund Sources	
Sources	Total
Maricopa County – ARPA Funds	\$1,750,000
Total	\$1,750,000
Uses	
General Development Costs	ARPA Funds
Construction Hard Costs	\$1,260,000
Predevelopment, Infrastructure, and Soft Costs	\$200,000
Project Management Fees	\$100,000
Developer's Fee	
Developer's Fee	\$190,000
Total	\$1,750,000

- C. Revise Exhibit B (Avondale Infill Housing Program Statement of Work), in the following Paragraphs:

Paragraph 1.3 (Funding Sources), Subparagraph 1.3.1, by removing in its entirety and replacing with the following:

- 1.3.1 \$1,000,000 – ARPA funds for construction hard costs, predevelopment, infrastructure, and soft construction costs, including down payment assistance, and developer fees.

Paragraph 3.4 (Program Income), by removing in its entirety and replacing with the following:

- 3.4 Program Income – Program Income will be defined as earnings from the sale of the homes. Initial Program Income earned will be used to pay any cost overruns. If the homes are included in a community land trust, all

Program Income will be retained by the City of Avondale and reinvested into future CLT homes. If the homes are not included in a CLT, eighty-three percent (83%) of program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. The remaining seventeen percent (17%) will be retained by the City of Avondale. Program income payments shall be made to Maricopa County within sixty (60) days after receipt by the subrecipient. The subrecipient will be required to submit an annual certification to document program income activity.

Paragraph 5.0 (Budget), by removing in its entirety and replacing with the following:

5.0 Budget

Fund Sources	
Sources	Total
Maricopa County – ARPA Funds	\$1,000,000
Total	\$1,000,000
Uses	
General Development Costs	ARPA Funds
Construction Hard Costs	\$630,000
Acquisition, Predevelopment, Infrastructure, and Soft Costs including Down Payment Assistance	\$220,000
Developer's Fees	
Developer's Fees	\$150,000
Total	\$1,000,000

- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as approved, amended and executed by the Parties.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.

[Signatures contained in the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

Mayor Date

Jack Sellers, Chairman Board of Supervisors Date

Attested To:

Attested To:

City Clerk Date

Juanita Garza Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1088-0924 - Intergovernmental Agreement with Agua Fria Union High School District #216 - School Resource Officer

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. The acceptance of this grant will allow a School Resource Officer to be present at Agua Fria High School to provide a safer learning environment.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1088-0924, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer at Agua Fria High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools, and maintaining an SRO in the high schools located in Avondale benefits all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991 to provide a School Resource Officer at the school.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from August 1, 2024, through June 30, 2025, for Agua Fria High School, which provides direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related

topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council authorizes an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) for Agua Fria High School during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1088-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services at Agua Fria High School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1088-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of August 1, 2024, between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Agua Fria Union High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Agua Fria Union High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at Agua Fria Union High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten- month period covering the 2024-2025 school year not to exceed \$65, 669; the City shall pay 100% of the SRO's costs during the two- month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Agua Fria Union High School, including all overtime, must be substantiated by timecards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District will not pay for any SRO

Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria Union High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from August 1, 2024 until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from The District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notices 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 if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With a copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to the District:	Agua Fria Union High School District 1481 North Eliseo Felix Jr. Way, Suite 110 Avondale, Arizona 85323 Attn: Mark Yslas, Superintendent
With a copy to:	Susan Plimpton Segal Gust Rosenfeld P.L.C. One East Washington Street, Suite 1600 Phoenix, AZ 85004-2553 Attn: Susan Pompton Segal

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 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.”

3.14 FERPA 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.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

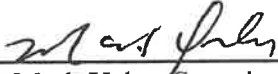
“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona School
District

By: Kenneth N. Weise, Mayor



By: Mark Yslas, Superintendent

Date: _____

Date: 7/11/24

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona



Susan Segal, Gust Rosenfeld

Nicholle Harris, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. **Mission - "Serving with Honor":** The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. **Fairness:** All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. **Integrity:** Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. **Open Communication:** We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. **Professionalism:** Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. **Teamwork:** The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

- C. **Establish positive rapport with students and parents.**
1. Be honest and professional in all interactions with parents and students.
 2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
 3. Attend extra-curricular student activities when feasible.
- D. **Establish positive rapport with teachers, staff and administrators.**
1. Be honest and professional in all interactions with teachers, staff and administrators.
 2. Provide guidance and support on law-related problems occurring on the campus.
 3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. **Supervision:** The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. **SRO Accountability:** The Agua Fria Union High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria Union High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved

- with Agua Fria Union High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria Union High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keeps an activity log that tracks LRE classroom instruction hours, the topic of each LRE class, and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories, and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions,

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1089-0924 – Intergovernmental Agreement with Tolleson Union High School District #214, La Joya/Westview - School Resource Officer

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. The acceptance of this grant will allow School Resource Officers to be present at La Joya and Westview High Schools to provide a safer learning environment.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1089-0924, authorizing an Intergovernmental Agreement with Tolleson Union High School District #214 and the City of Avondale to share the cost of providing School Resource Officers (SROs) at La Joya and Westview High Schools to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools, and maintaining an SRO in the high schools in Avondale benefits all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994 to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending Westview and La Joya High Schools, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 27, 2024, through June 30, 2025, for both Westview and La Joya High Schools, which provides direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law

enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students and serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council authorizes an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing School Resource Officers (SROs) for La Joya and Westview High Schools during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1089-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL AND WESTVIEW HIGH SCHOOL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School and Westview High School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1089-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(Westview High School and La Joya Community High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this ¹³----rd day of July 2024 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for La Joya Community High School located at 11650 West Whyman Avenue, Avondale Arizona 85323 and Westview High School located at 10850 West Garden Lakes Parkway, Avondale, Arizona 85392 (each a "School", collectively, the "Schools").

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide the SRO Services at the School; and

C. The District is authorized by Ariz. Rev. Stat. § 15-342(13), Ariz. Rev. Stat. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign a police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SRO is assigned to the School for up to 40 hours each week at all times that the School is in session (July 27, 2024 through June 30, 2025). This

tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SRO assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SRO's activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School

c. When school is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs for the school and the ADE School Safety Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training

required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$135,581 for SRO Services at Westview High School and \$135,581 for SRO Services at La Joya Community High School for the SRO's benefits and salary for the ten-month 2024-2025 school year, plus one month summer school in June 2025 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2024, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger

is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 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.

2.6 The District shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 23, 2024, until June 30, 2025 until the end of school year and tentatively for one month in June 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District

does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2023.

3.6 Notices 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 if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Dr. Rosalva Lagunas

With a copy to: Udall Shumway P.L.C.
1138 N. Alma School Road
Mesa, Arizona 85201
Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received

(A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 FERPA 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Superintendent

Date: _____

Date: 7/23/2024

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

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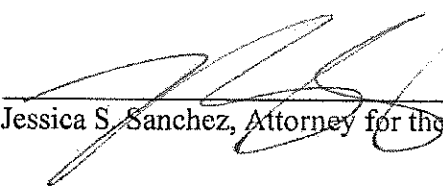
Date: _____

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Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher

present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law- related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee
A-8

3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.

5. Discourages delinquent behavior and encourages positive behavior.

6. Promotes positive self-image in students.

7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,

2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and

4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going

prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.



TOLLESON UNION HIGH SCHOOL DISTRICT No 214

Agenda Item Details

Meeting	Jul 23, 2024 - GOVERNING BOARD REGULAR MEETING
Category	E. CONSENT AGENDA ITEMS
Subject	4. Approval of the Intergovernmental Agreement with City of Avondale for School Resource Officer Services - Westview High School and La Joya Community High School
Access	Public
Type	Action (Consent)
Recommended Action	Motion to approve the Intergovernmental Agreement with the City of Avondale to provide school resource officer services to Westview High School and La Joya Community High School from July 27, 2024, through June 30, 2025.

Public Content

Administration seeks Governing Board approval of the Intergovernmental Agreement with the City of Avondale to provide school resource officer services to Westview High School and La Joya Community High School from July 27, 2024, through June 30, 2025.

The Intergovernmental Agreement allows for a police officer to work with and aid the school administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions, and promotes a safe, orderly environment.

This agreement meets the district's standards for cost effectiveness, school safety education, and reducing crime on school campus. This Agreement also supports the District's Every Student Succeeds Act (ESSA) Integrated Action plan Principle 5: Condition, Climate, and Culture.

The School Resource Officer's (SRO) salary, benefits, and classroom supplies will be funded by the Arizona School Safety Program Competitive Grant.

FY25 IGA City of Avondale Westview and La Joya with Exhibit A.pdf (298 KB)

Administrative Content

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1090-0924 – Intergovernmental Agreement with American Charter Schools Foundation, Estrella High School - School Resource Officer

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief Of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

The acceptance of this grant will allow a School Resource Officer to be present at Estrella High School to provide a safer learning environment.

PURPOSE:

City Council will consider a request to adopt Resolution 1090-0924, authorizing an Intergovernmental Agreement between the American Charter Schools Foundation and the City of Avondale to share the cost of providing a School Resource Officer at Estrella High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools, and maintaining an SRO in the high schools in Avondale benefits all involved. The Avondale Police Department has recently partnered with the American Charter Schools Foundation to provide a School Resource Officer for Estrella High School.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending Estrella High School, which would provide relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for Estrella High School's school year from July 25, 2024, through May 31, 2025. The agreement provides direction, supervision, and management of the assigned SRO.

The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students and serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1090-0924, authorizing an Intergovernmental Agreement between the American Charter Schools Foundation and the City of Avondale to share the cost of providing a School Resource Officer (SRO) for Estrella High School during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1090-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR ESTRELLA HIGH SCHOOL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with American Charter Schools Foundation relating to school resource officer services at Estrella High School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1090-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Estrella High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this First day of August 2024 between the City of Avondale, an Arizona municipal corporation (the “City”), and the American Charter Schools Foundation dba “Estrella High School”, an Arizona Charter School (“School”).

RECITALS

A. The School has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for Estrella High School located at 510 N. Central Ave, Avondale Arizona 85323

B. The City and the School desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO,” collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The School is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 **Services to be Provided.**

The City shall assign one police officer to the School to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the School, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School

for up to 40 hours each week at all times that the School is in session (July 25, 2024 through May 31, 2025) and tentatively for one month in June 2025 for summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three-year School Safety Grant Program cycle.

a. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the School. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the School shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the School shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the School with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at Estrella High School shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

f. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the School quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the School for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE SCHOOL

2.1 Reimbursement to City - Quarterly. The School shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The School shall pay the City an amount not to exceed \$144,470.00 for SRO Services at Estrella High School for the SROs' benefits and salary for the ten-month 2024-2025 school year, plus one-month summer school in June 2025 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at Estrella High School must be substantiated by timecards and approved by the high schools' site administrator. The School shall not use any grant funds to pay for overtime costs associated with SRO overtime. 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. The School will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is year one of a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2024, the lesser amount of the two must be requested.

b. The School shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The School shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by School. No School or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO

is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the School's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the School harmless from such actions by the SRO. The SRO shall not assist in the School's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The School may request that an SRO be removed from a School if the School determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to School employees, provided that the School shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the School's concern for the safety of the children. In such event, the School shall direct the SRO to return to the Avondale Police Department. The Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the School under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the School shall be credited for each day an SRO is not assigned to the campus. The School, at its sole discretion, may refuse the assignment to the School of any officer who has been removed from the School because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this section 2.4, the parties agree that the School may terminate this Agreement or the City and the School may mutually agree that the School will no longer have a SRO for the remainder of the school year and the School will not be required to pay for the unfulfilled portion of the SRO's work. The School shall pay the City for work performed by the SRO through the date of removal.

2.5 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.

2.6 Additional Payments. The School shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The School shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

2.7 Grant Application. The School shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable

attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 25, 2024 until May 31, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. This agreement may be extended to June 30, 2025 as agreed upon in writing by the parties.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an employee of the City of Avondale, not as an employee or agent of the School, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the School. The School does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the School, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The School and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the School fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the School. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the School for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The School has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The School also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2020.

3.6 Notices 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 if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
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With a copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323
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Attn: Nicholle Harris, City Attorney

If to the School:

American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, Arizona 85016
Attn: Patrick Lawrence, Chief Financial Officer

With a copy to:

American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, Arizona 85016
Attn: Eva Gilliam, Grants Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or School Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the School shall be relieved of any subsequent obligation under this Agreement. If the School is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether

previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 FERPA 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the School Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may

terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above- mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

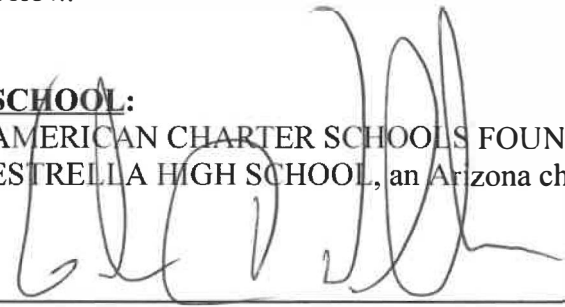
3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the School have executed this Agreement as of the date of the last signature set forth below.

SCHOOL:

AMERICAN CHARTER SCHOOLS FOUNDATION dba
ESTRELLA HIGH SCHOOL, an Arizona charter school



By: Theodore Frederick
Its: President

CITY:

CITY OF AVONDALE, ARIZONA, an Arizona municipal
corporation

By: Ron Corbin
Its: City Manager

ATTEST:

Marcella Sarmiento, City Clerk

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
DBA “ESTRELLA HIGH SCHOOL”
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. **Mission - “Serving with Honor”:** The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services requires the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

- C. **Establish positive rapport with students and parents.**
1. Be honest and professional in all interactions with parents and students.
 2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
 3. Attend extra-curricular student activities when feasible.
- D. **Establish positive rapport with teachers, staff and administrators.**
1. Be honest and professional in all interactions with teachers, staff and administrators.
 2. Provide guidance and support on law-related problems occurring on the campus.
 3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. **Organizational Structure.**

A. **Supervision:** The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. **SRO Accountability:** The American Charter Schools Foundation, dba Estrella High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. **Procedures.**

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with American Charter Schools Foundation, dba Estrella High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved

- with American Charter Schools Foundation, dba Estrella High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the American Charter Schools Foundation, dba Estrella High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keeps an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (AZPRC) <https://azprc.arizona.edu/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for Safe Schools www.nc2s.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.schoolsafety.us

Clearinghouse for school safety information.

National Gang Center <https://nationalgangcenter.ojp.gov/>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Arizona Foundation for Legal Services and Education www.azflse.org

Officers education and mock materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1091-0924 – Intergovernmental Agreement with Tolleson Union High School District #214, West Point High School - School Resource Officer

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

- Public Health and Safety – Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. The acceptance of this grant will allow a School Resource Officer to be present at West Point High School to provide a safer learning environment.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1091-0924, authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing a School Resource Officer at West Point High School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools, and maintaining an SRO in the high schools in Avondale benefits all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994 to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that a patrol officer would typically handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending West Point High School, which provides relief to officers who would otherwise handle these follow-up investigations. This will be West Point High School's second year in the district.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 27, 2024, through June 30, 2025, for West Point High School, which provides direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role

model for students and serve as a security advisor to school administrators.

The Tolleson Union High School District will continue to seek funding for its share through the state School Safety Program grant process. The district was not selected for grant funding this cycle, as the School Safety Program grant is on three-year cycles. The district will apply again in the next cycle.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 adopted budget.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1091-0924, authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) for West Point High School during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1091-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR WEST POINT HIGH SCHOOL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for West Point High School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1091-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(West Point High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 23rd day of July 2024 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for West Point High School ("School") located at 11620 W. Encanto, Avondale Arizona 85392.

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide the SRO Services at the School; and

C. The District is authorized by Ariz. Rev. Stat. § 15-342(13), Ariz. Rev. Stat. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign a police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SRO is assigned to the School for up to 40 hours each week at all times that the School is in session (July 27, 2024 through June 30, 2025). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SRO assigned to the School will be the

same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SRO's activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School

c. When school is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs for the school and the ADE School Safety Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$135,581 for SRO Services at West Point High School for the SRO's benefits and salary for the ten-month 2024-2025 school year, plus one month summer school in June 2025 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2024 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2024, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School

if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 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.

2.6 The District shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 23, 2024, until June 30, 2025 until the end of school year and tentatively for one month in June 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed

scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2023.

3.6 Notices 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 if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to the District:	Tolleson Union High School District 9801 West Van Buren Street Tolleson, Arizona 85353 Attn: Dr. Rosalva Lagunas
With a copy to:	Udall Shumway P.L.C. 1138 N. Alma School Road Mesa, Arizona 85201 Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and

instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 FERPA 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Superintendent

Date: _____

Date: 7/23/2024

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

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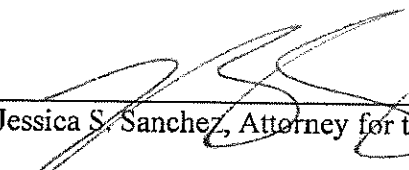
Date: _____

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Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The West Point principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRO is first and foremost a police officer and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRO shall not enforce any school or district rules.
- SRO is not a disciplinarian and shall not assume this role under any circumstances.
- SRO reports directly to an Avondale Police Supervisor for all activities.
- SRO will not involve him/herself with West Point administrative matters that are not criminal offenses.
- SRO is not a formal counselor, and will not act as such, however, he/she is to be used as a law related resource to assist students, staff and all persons involved with West Point High School.
- SRO will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRO is not a certified teacher and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law- related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.

2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.

3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.

5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.

6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the West Point High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.

5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRO's conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with the SRO once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.

- Meet with or talk on the telephone with principal of schools that have an SRO, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.

2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a “balanced” view of “democratic” society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others’ perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don’t like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and

other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

**TOLLESON UNION HIGH SCHOOL DISTRICT No 214****Agenda Item Details**

Meeting	Jul 23, 2024 - GOVERNING BOARD REGULAR MEETING
Category	E. CONSENT AGENDA ITEMS
Subject	3. Approval of the Intergovernmental Agreement with City of Avondale for School Resource Officer Services - West Point High School
Access	Public
Type	Action (Consent)
Recommended Action	Motion to approve the Intergovernmental Agreement with the City of Avondale to provide School resource Officer Services to West Point High School from July 27, 2024, through June 30, 2025.

Public Content

Administration seeks Governing Board approval of the Intergovernmental Agreement with the City of Avondale to provide School resource Officer Services to West Point High School from July 27, 2024, through June 30, 2025.

The Intergovernmental Agreement allows for a police officer to work with and aid the school administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions, and promotes a safe, orderly environment.

This agreement meets the district's standards for cost effectiveness, school safety education, and reducing crime on school campus. This Agreement also supports the District's Every Student Succeeds Act (ESSA) Integrated Action plan Principle 5: Condition, Climate, and Culture.

The School Resource Officer's (SRO) salary, benefits, and classroom supplies will be funded by the Arizona School Safety Program Competitive Grant.

[FY25 IGA City of Avondale West Point with Exhibit A.pdf \(322 KB\)](#)

Administrative Content

ITEM NUMBER: 4.g.

SUBJECT: Ordinance 2026-0924 – Amending the Avondale City Code, Chapter 3, Article II, Livestock, Fowl, Etc to allow for Backyard Fowl

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

STRATEGY: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

City Council will consider a request to adopt Ordinance 2026-0924, amending the Avondale City Code, Chapter 3, Article II, Livestock, Fowl, Etc to allow for Backyard Fowl, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City code provisions for the keeping of animals were adopted in 1971 and the Avondale Police Department's Animal Control Division oversees certain animal-related issues in the City. The Arizona Legislature recently passed House Bill 2325, which allows a resident of a single-family detached residence to keep up to six (6) fowl in the backyard. The bill's effective date is September 14, 2024.

Under a separate agenda item, the Council will consider a zoning text amendment for Chapter 28 (Avondale Zoning Ordinance) to provide necessary cross-references to the keeping of backyard fowl.

DISCUSSION:

The amendment will update Chapter 3 Animals and Fowl to reflect recent changes in State law related to backyard fowl and best practices for the keeping of animals. The proposed changes will benefit the community by improving the overall consistency and usability of the City Code. The Animal Control Division has the authority to respond to properties with animal-related issues.

The following is a summary of the proposed amendments to Chapter 3, Article II referenced by section number. The proposed text for each of these sections may be found in Exhibit A.

Section 3-16 Scope.

Add "potbellied pigs" and consider a small pet, which is exempt from the provisions of Article II.

Section 3-17 Definitions.

Add a new Definitions section and renumber the remaining sections in Article II.

Add a definition of fowl, consistent with the definition found in Chapter 28, Zoning Ordinance.

Add a definition of backyard fowl consistent with State law and exclude male fowl (roosters).

Add a definition of livestock, consistent with the definition found in Chapter 28, Zoning Ordinance.

Section 3-21 Location restrictions for keeping.

Append the end of the paragraph with a cross-reference to the location standards for backyard fowl.

Section 3-22 Minimum lot size for keeping livestock.

Relocate text from Chapter 28 to Chapter 3, concerning lot size minimums for small livestock and livestock under the age of six (6) months.

Section 3-23 Running at large.

Change the word "poultry" to "fowl".

Section 3-26 Keeping of Backyard Fowl.

Add a new section for the keeping of backyard fowl to be consistent with State law. The section allows a resident of a single-family detached residence to keep up to a maximum of six (6) fowl in the backyard of the property. The code provisions include limitations on enclosure size and height and prohibit the keeping of male fowl (roosters).

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends City Council adopt Ordinance 2026-0924, amending the Avondale City Code, Chapter 3, Article II, Livestock, Fowl, Etc to allow for Backyard Fowl, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: Meresa Ruffinelli; Catherine Lorbeer

Chapter 3 ANIMALS AND FOWL

Article II LIVESTOCK, FOWL, ETC.

3-16 Scope.

The provisions of this article shall not apply to the keeping of small pets which shall include but not be limited to dogs, cats, potbellied pigs, parrots, canaries and parakeets. The provisions of this article shall apply to the commercial breeding or raising of household pets, except at enclosed pet shops and veterinary hospitals. The provisions of this article shall not apply to the keeping or raising of animals, livestock, fowl, or birds upon public school premises as a school function.

3-17 Definitions.

"Fowl:" Chickens, turkeys, ducks, geese, guinea fowl and peafowl.

"Fowl, backyard:" A domestic chicken located in the backyard of a detached single-family residence, excluding male fowl (roosters).

"Livestock:" Cattle, horses, sheep, goats and similar animals, excluding swine.

3-18 Health nuisance prohibited.

The maintaining or keeping of all animals, livestock, fowl or birds within the city as provided in this article shall be allowed only if such animals, livestock, fowl or birds do not cause, create or contribute to or become a health nuisance because of the presence of flies, mosquitoes, insects, vermin, rodent harborage, odors, dust, ponded waters, accumulation of manure, garbage, refuse or other obnoxious or putrescible material or for any other like reason.

3-1~~98~~ Swine prohibited.

It shall be unlawful for any person to keep any live swine or pigs in the city.

3-20~~19~~ Enclosures generally.

All animals, livestock, fowl or birds shall be kept in an enclosure sufficient and adequate to restrain them from wandering upon property belonging to others.

3-2~~19~~ Location restrictions for keeping.

No animal, livestock, fowl or bird shall be maintained, penned or kept within the city within two hundred (200) feet of any residence, dining room, sleeping room or other place of human habitation, or any place of business, church or school, other than that of the owner, except as specifically permitted by Section 3-26 for backyard fowl. ~~{Code 1971, § 7-2-3}~~

3-2~~21~~ Minimum lot size for keeping livestock.

- (a) No horse, cow, ~~sheep, goat,~~ burro, mule or other livestock shall be kept or maintained on any lot or parcel of land within the city unless a minimum of twenty-one thousand seven hundred eighty (21,780) square feet in the area is available for the use of each such animal.

(b) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.

(c) Livestock under the age of six (6) months shall not be limited to an animal per square footage ratio.

~~(b) The city council, upon application, or upon its own motion may relieve any person of the minimum space requirements set forth in subsection (a) hereof. (Code 1971, § 7-2-4; Ord. No. 356, § 1, 10-15-84)~~

3-2~~32~~ Running at large.

It is unlawful to allow or permit any cattle, horses, mules, sheep, rodents, goats, burros or other livestock or ~~fowl/poultry~~ to run at large within the city.

3-2~~43~~ Grazing.

It is unlawful to picket or tie any cattle, horses, mules, sheep, goats, burros or other livestock on any of the streets or alleys of the city for the purpose of grazing or feeding.

3-2~~45~~ Noises.*

It is unlawful to harbor or keep any animals which disturb the peace by loud noises at any time of the day or night.

Cross reference(s)—Noise generally, § 15-11 et seq.

3-26 Keeping of Backyard Fowl.

(a) A resident of a single-family detached residence may keep up to a maximum of six (6) fowl in the backyard of the property, provided that the following conditions are met:

(1) All fowl shall be kept in an enclosure located in the rear or side yard of the property at least twenty (20) feet from a neighboring property. The size of the enclosure shall be a maximum of two hundred (200) square feet with a maximum height of eight (8) feet, provided that any enclosure located in a residential community on a lot less than one (1) acre in size is shorter than the fence line of the property. The enclosure shall be maintained, and manure picked up and disposed of or composted at least twice weekly.

(2) Male fowl, including roosters, are prohibited.

(3) Any composted manure shall be kept in a way that prevents the migration of insects.

(4) All water sources for fowls shall have adequate overflow drainage.

(5) All feed for fowls shall be stored in insect-proof and rodent-proof containers.

(6) All fowl shall be prohibited from running at large.

3-2~~75~~ Violations.

Any person who fails to comply with the requirements of this chapter, or violates any of its provisions, is guilty of a misdemeanor.

3-2~~86~~—3-40 Reserved.

ORDINANCE NO. 2026-0924

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 3 (ANIMALS AND FOWL), ARTICLE II (LIVESTOCK, FOWL, ETC.) TO ALLOW BACKYARD FOWL.

SECTION 1. The Avondale City Code, Chapter 3 (Animals and Fowl), Article II (Livestock, Fowl, Etc.), is hereby amended to read as follows:

3-16 Scope.

The provisions of this article shall not apply to the keeping of small pets which shall include but not be limited to dogs, cats, POTBELLIED PIGS, parrots, canaries and parakeets. The provisions of this article shall apply to the commercial breeding or raising of household pets, except at enclosed pet shops and veterinary hospitals. The provisions of this article shall not apply to the keeping or raising of animals, livestock, fowl, or birds upon public school premises as a school function.

3-17 DEFINITIONS.

“FOWL:” CHICKENS, TURKEYS, DUCKS, GEESE, GUINEA FOWL AND PEAFAWL.

“FOWL, BACKYARD:” A DOMESTIC CHICKEN LOCATED IN THE BACKYARD OF A DETACHED SINGLE-FAMILY RESIDENCE, EXCLUDING MALE FOWL (ROOSTERS).

“LIVESTOCK:” CATTLE, HORSES, SHEEP, GOATS AND SIMILAR ANIMALS, EXCLUDING SWINE.

3-178 Health nuisance prohibited.

The maintaining or keeping of all animals, livestock, fowl or birds within the city as provided in this article shall be allowed only if such animals, livestock, fowl or birds do not cause, create or contribute to or become a health nuisance because of the presence of flies, mosquitoes, insects, vermin, rodent harborage, odors, dust, ponded waters, accumulation of manure, garbage, refuse or other obnoxious or putrescible material or for any other like reason.

3-189 Swine prohibited.

It shall be unlawful for any person to keep any live swine or pigs in the city.

3-1920 Enclosures generally.

All animals, livestock, fowl or birds shall be kept in an enclosure sufficient and adequate to restrain them from wandering upon property belonging to others.

3-201 Location restrictions for keeping.

No animal, livestock, fowl or bird shall be maintained, penned or kept within the city within two hundred (200) feet of any residence, dining room, sleeping room or other place of human habitation, or any place of business, church or school, other than that of the owner, EXCEPT AS SPECIFICALLY PERMITTED BY SECTION 3-26 FOR BACKYARD FOWL.

3-242 Minimum lot size for keeping livestock.

(a) No horse, cow, ~~sheep, goat~~, burro, mule or other livestock shall be kept or maintained on any lot or parcel of land within the city unless a minimum of twenty-one thousand seven hundred eighty (21,780) square feet in the area is available for the use of each such animal.

(B) SMALL LIVESTOCK SUCH AS GOATS AND SHEEP SHALL BE ALLOWED AT A RATIO OF TWO (2) ANIMALS PER TWENTY-ONE THOUSAND SEVEN HUNDRED EIGHTY (21,780) SQUARE FEET OF LOT AREA.

(C) LIVESTOCK UNDER THE AGE OF SIX (6) MONTHS SHALL NOT BE LIMITED TO AN ANIMAL PER SQUARE FOOTAGE RATIO.

~~(b) The city council, upon application, or upon its own motion may relieve any person of the minimum space requirements set forth in subsection (a) hereof.~~

3-223 Running at large.

It is unlawful to allow or permit any cattle, horses, mules, sheep, rodents, goats, burros or other livestock or ~~poultry~~ FOWL to run at large within the city.

3-234 Grazing.

It is unlawful to picket or tie any cattle, horses, mules, sheep, goats, burros or other livestock on any of the streets or alleys of the city for the purpose of grazing or feeding.

3-245 Noises.*

It is unlawful to harbor or keep any animals which disturb the peace by loud noises at any time of the day or night.

Cross reference(s)—Noise generally, § 15-11 et seq.

3-26 KEEPING OF BACKYARD FOWL.

(A) A RESIDENT OF A SINGLE-FAMILY DETACHED RESIDENCE MAY KEEP UP TO A MAXIMUM OF SIX (6) FOWL IN THE BACKYARD OF THE PROPERTY, PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET:

(1) ALL FOWL SHALL BE KEPT IN AN ENCLOSURE LOCATED IN THE REAR OR SIDE YARD OF THE PROPERTY AT LEAST TWENTY (20) FEET FROM A NEIGHBORING PROPERTY. THE SIZE OF THE ENCLOSURE SHALL BE A MAXIMUM OF TWO HUNDRED (200) SQUARE FEET WITH A MAXIMUM HEIGHT OF EIGHT (8) FEET, PROVIDED THAT ANY ENCLOSURE LOCATED IN A RESIDENTIAL COMMUNITY ON A LOT LESS THAN ONE (1) ACRE IN SIZE IS SHORTER THAN THE FENCE LINE OF THE PROPERTY. THE ENCLOSURE SHALL BE MAINTAINED, AND MANURE PICKED UP AND DISPOSED OF OR COMPOSTED AT LEAST TWICE WEEKLY.

(2) MALE FOWL, INCLUDING ROOSTERS, ARE PROHIBITED.

(3) ANY COMPOSTED MANURE SHALL BE KEPT IN A WAY THAT PREVENTS THE MIGRATION OF INSECTS.

(4) ALL WATER SOURCES FOR FOWLS SHALL HAVE ADEQUATE OVERFLOW DRAINAGE.

(5) ALL FEED FOR FOWLS SHALL BE STORED IN INSECT-PROOF AND RODENT-PROOF CONTAINERS.

(6) ALL FOWL SHALL BE PROHIBITED FROM RUNNING AT LARGE.

3-257 Violations.

Any person who fails to comply with the requirements of this chapter, or violates any of its provisions, is guilty of a misdemeanor.

3-268 – 3-40 Reserved.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.a.

SUBJECT: General Obligation (G.O.) Bonds Presentation and Resolution 1092-0924 - City of Avondale 2025 Citizen Bond Election Committee Creation and Bylaws

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance & Budget

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This item supports all of the Strategic Plan elements, as this committee will help determine the projects that best advance the city's strategic goals for a potential ballot question on authorizing G.O. bonds.

PURPOSE:

City Council will: a) receive a presentation from staff related to General Obligation (G.O.) bonds and information on a potential November 2025 ballot question; b) consider a request to adopt Resolution 1092-0924, approving the creation of the Avondale 2025 Citizen Bond Election Committee and the adoption of the Citizen Bond Election Committee bylaws; and c) consider a request to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The city can use general obligation (G.O.) bonds to fund the construction of public facilities such as parks, trails, police and fire stations, and street improvements. G.O. bonds are backed by "the full faith and credit" of the city, and the debt service (principal and interest payments) on the bonds is repaid from secondary property taxes levied by the city. Voter authorization is required prior to the issuance of G.O. bonds.

DISCUSSION:

G.O. bonds are a tool the city can utilize in order to finance capital improvements in the city. The city currently does not have any available voter authorization for issuing G.O. bonds for public safety facilities, parks and library facilities, and general government facilities. The creation of the 2025 Citizen Bond Election Committee will help develop potential capital projects that could inform a potential question to voters and make a recommendation to council on using bond financing. Per the city's adopted financial policies, the combined primary and secondary property tax rate cannot exceed \$2.00 per \$100 of assessed valuation.

BUDGET IMPACT:

Minimal costs mostly related to holding meetings are expected from the formation of the Citizen Bond Election Committee and will be paid out of the City Manager's Office budget. The cost for putting the G.O. Bond on the November 2025 ballot will be incorporated into the FY2026 budget request.

RECOMMENDATION:

Staff is recommending the City Council adopt a Resolution creating the City of Avondale 2025 Citizen Bond Election Committee and adopting bylaws.

Contact person for document distribution: Marcella Sarmiento, Christina Baker

RESOLUTION NO. 1092-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE CREATION OF THE AVONDALE CITIZEN BOND COMMITTEE AND THE ADOPTION OF THE AVONDALE CITIZEN BOND COMMITTEE BYLAWS.

WHEREAS, the Council of the City of Avondale (the “City Council”) is evaluating the need for future capital improvements; and

WHEREAS, the City Council desires to obtain citizen input on capital improvement needs for the future and to evaluate bond financing options by creating the Avondale Citizen Bond Committee; and

WHEREAS, the City Council desires to establish and adopt the bylaws for the Avondale Citizen Bond Committee, which will govern the operation of the Avondale Citizen Bond Committee.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The creation of the Avondale Citizen Bond Committee is approved.

SECTION 2. The Avondale Citizen Bond Committee Bylaws, attached hereto in Exhibit A and incorporated herein by reference, are hereby adopted.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nichole Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1092-0924

[Avondale Citizen Committee Bylaws]

See following pages.

CITY OF AVONDALE
2025 CITIZEN BOND ELECTION COMMITTEE
BYLAWS

I. Name. The name of this organization shall be the City of Avondale 2025 Citizen Bond Election Committee (the "Committee").

II. Powers and Duties of the Committee. The Committee shall advise the City Council and City staff, make recommendations to the City Council regarding bond financing, and the following duties:

A. Attend all scheduled member orientation sessions; and

B. Seek out and promote opportunities for public involvement in the bond exploratory process; and

C. Review the current Capital Improvement Program, preliminary information from planning processes including the General Plan, Transportation Master Plan, Parks Master Plan, Community Sustainability Plan, Public Art Master Plan, Wayfinding Master Plan, and area specific master plans and recommend projects necessary to reflect the changes to and growth of the City; and

D. Review remaining bond authorization, prior uses of bonds, statutory debt capacity, total outstanding debt, debt service schedules, and requisite property tax rates; and

E. Develop, review, and recommend potential bonding guidelines including goals, objectives, priorities, property tax impacts and constraints; and

F. Identify potential community needs and prioritize as a short-term (2-5 years) or long-term (5-10 years) need; and

G. Recommend a Financing Plan to be presented to Council which includes recommendations on projects, priorities, property tax impact and ballot questions; and

H. Participate in presentations to the City Council; and

I. Any other actions consistent with the provisions of these bylaws.

III. Term of the Committee. The Committee shall automatically terminate on May 31, 2025.

IV. Membership and Composition.

A. Number of Members. The Committee shall be composed of seven regular members (collectively, the "Members"). Up to two (2) alternates may be appointed to the Committee. Alternates may participate in all discussions of the Committee but shall not be voting members unless appointed to fill a vacancy.

B. Membership Eligibility and Appointment. Each of the Members and the Alternate Members shall be Avondale residents and shall meet all eligibility criteria outlined in the City Council Rules of Procedure. Appointment of Member and Alternate Members shall be conducted according to the City Council Rules of Procedure.

C. Term. The terms of the Committee members shall be the duration of the Committee's existence.

D. Vacancy. A vacancy on the Committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by City Council. In the event of a vacancy, the vacancy shall be filled by the Mayor. The Mayor, at their discretion, shall determine whether to solicit additional candidates to fill a vacancy on the Committee. Qualified candidates may be interviewed by the Mayor.

E. Attendance and Removal. Members are required to attend all meetings unless they have an excused absence. Members are allowed three consecutive unexcused absences. The Chair shall notify the City Council in writing of such a situation and action, if pursued, shall be taken at a City Council meeting. Such action shall be final.

V. Board of Officers and Staff.

A. Chairperson and Vice-Chairperson. The Mayor shall appoint the Chairperson and Vice-Chairperson of the committee. The term of the Chair and Vice-Chairperson shall be the term of the Committee.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) serve as a representative of the Committees to other governmental units on such matters as have been approved and designated by the Committee and (iv) perform any duties as required by law, ordinance or these bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in their absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Committee.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Committee meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. The City of Avondale Finance and Budget Director or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Committee may request that the Avondale City Attorney or authorized designee provide a legal advice on points of order, procedure, or other matters related to the Committee's duties.

VI. Committee Meetings.

A. Frequency. The Committee shall hold at least one regular meeting each month at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Committee Meetings. Additional Committee meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members and the Alternate Members by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A Committee meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date.

E. Alternate Member Quorum. At a Committee meeting where a majority of the Members are not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Committee meeting where a

majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Committee is subject to the Arizona Open Meeting Law.

VII. Sub-Committees. The Committee shall not be authorized to establish sub-committees.

VIII. Amendments. Recommendations for amendments to these bylaws must be approved by the affirmative vote of a majority of the Members then present. The Committee will then forward the recommendations for amendments to the bylaws to the City Council for its approval.

ITEM NUMBER: 5.b.

SUBJECT: Public Hearing and Ordinance 2027-0924 - Zoning Text Amendment PL-24-0174

MEETING DATE: 9/9/2024

TO: Mayor and Council

FROM: Jodie Novak, Development Services Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

STRATEGY: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

City Council will hold a public hearing and consider a City-initiated request to adopt Ordinance 2027-0924, approving text amendments to the Zoning Ordinance to modify definitions and standards in the Zoning Ordinance to reflect recent changes in State law related to backyard fowl, provide for cross-references, and address the overall accuracy and usability and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in August 2023.

SUMMARY OF REQUEST:

The purpose of the text amendment is to update sections of the Zoning Ordinance to reflect recent changes in State law related to backyard fowl and to ensure cross-references for the keeping of animals are consistent with Avondale City Code Chapter 3, Animals and Fowl. The proposed changes will benefit the community by improving the overall consistency and usability of the Zoning Ordinance.

The proposed code amendments respond to House Bill 2325, passed by the Arizona Legislature, which allows a resident of a single-family detached residence to keep up to six (6) fowl in the backyard. The bill's effective date is September 14, 2024. Updates to Avondale City Code Chapter 3 will be separately considered by City Council to address the keeping of backyard fowl. The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The proposed text for each of these sections may be found in Exhibit A.

Section 28-15 Definitions.

Add the definition of backyard fowl consistent with state law and remove swine from the definition of farm

animals because City Code prohibits them. The definition of backyard fowl will exclude male fowl (roosters).

Section 28-33 (g) Uses permitted with conditions.

Revise subsection (g) to include backyard fowl with farm animals and add a cross-reference to Avondale City Code Chapter 3, Article II Livestock, Fowl, Etc. Remove text about the keeping of livestock as these requirements are contained in Chapter 3.

Section 28-133(e) Detached accessory buildings.

Remove the word “fowl” from language about height limitations, as recent changes to State law specify the maximum height of the backyard fowl enclosure. The maximum height requirements for a backyard fowl enclosure will reside in Avondale City Code Chapter 3, Article II Livestock, Fowl, Etc.

PUBLIC PARTICIPATION:

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements. Staff has not received any feedback on the proposed text amendment. At the time of writing this report, no comments related to the proposal had been posted on the City’s Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On August 21, 2024, the Planning Commission conducted a public hearing and passed a motion (5-0 vote) to recommend approval of the proposed Zoning Text Amendment. No questions or public comments were offered during the item.

ANALYSIS:

The Zoning Ordinance Text Amendments are not anticipated to result in any adverse impacts on the community. The amendments will allow for continued refinement of the Zoning Ordinance to be consistent with State law, reflect changes in policies and procedures, allow for clerical corrections, and address the overall accuracy and usability of the Zoning Ordinance.

DISCUSSION:

The City Council will conduct a public hearing and adopt an Ordinance, approving Application PL-24-0174, Zoning Ordinance Text Amendment, a request for text amendments to the City of Avondale Zoning Ordinance.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends approval of the request for the following reasons:

- The proposed text amendment will ensure consistency with State law.
- The proposed text amendment will improve the usability of the City Code and enhance customer service.
- The proposed is deemed necessary to best serve the public health, safety, and general welfare of the City.

Contact person for document distribution: Catherine Lorbeer

Chapter 28 – Zoning Ordinance

Article 1 - ADMINISTRATION AND PROCEDURES

28-15 Definitions.

* * *

"Farm animals:" Domesticated animals traditionally raised and kept for food, fiber, feathers, labor or riding. This includes horses, cattle, sheep, goats, ~~swine~~, fowl, rabbits and other similar animals and birds.

* * *

"Fowl:" Chickens, turkeys, ducks, geese, guinea fowl and peafowl.

"Fowl, backyard:" A domestic chicken located in the backyard of a detached single-family residence, excluding male fowl (roosters).

* * *

Article 2 RESIDENTIAL DISTRICTS

* * *

28-33 Uses permitted with conditions.

The following land uses are listed in the land use matrix as permitted with conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

* * *

- (f) Dairy farm is allowed in certain residential zoning districts provided that the minimum site area is forty (40) acres.
- (g) Farm animals. Raising and keeping farm animals including backyard fowl is allowed in certain residential zoning districts, subject to the provisions of Avondale City Code Chapter 3, Article II Livestock, Fowl, etc. following:

(1) In the RR-43 District:

- (A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty-one thousand seven hundred eighty (21,780) square feet of lot area.
- (C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.
- (D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.
- (E) Structures for fowl shall not be located closer than seventy-five (75) feet to any neighboring residence.

(2) In the RR-18 District:

- (A) All farm animals shall be contained on the property by an effective enclosure and shall not be allowed to run at large.

~~(B) The property shall be maintained so that it does not create or contribute to a health nuisance caused by the presence of flies, mosquitoes or other vermin; objectionable odors or dust; ponded water or water runoff; the accumulation of manure, garbage, refuse or other obnoxious or putrescible material; or similar conditions.~~

~~(3) In the R1-35 District:~~

~~(A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~

~~(B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~

~~(C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.~~

~~(D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.~~

- (h) Feed lot for cattle is allowed in certain residential zoning districts provided that the minimum site is forty (40) acres.

~~***~~

Article 7 SUPPLEMENTARY REGULATIONS

~~***~~

28-133 Detached accessory buildings.

In all Single-family residential districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

~~***~~

- (e) No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except that on a residential lot in the AG District, a shelter for the keeping of animals ~~or fowl~~, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.

~~***~~

ORDINANCE NO. 2027-0924

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 1 (ADMINISTRATION AND PROCEDURES), SECTION 28-15 (DEFINITIONS), ARTICLE 2 (RESIDENTIAL DISTRICTS), SECTION 28-33 (USES PERMITTED WITH CONDITIONS), AND ARTICLE 7 (SUPPLEMENTARY REGULATIONS), SECTION 28-133 (DETACHED ACCESSORY BUILDINGS), ALL RELATING TO KEEPING BACKYARD FOWL.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the Council of the City of Avondale (the “City Council”) were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on August 21, 2024, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on September 9, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 1 (Administration and Procedures), Section 28-15 (Definitions.), is hereby amended to read as follows:

28-15 Definitions.

...

“Farm animals:” Domesticated animals traditionally raised and kept for food, fiber, feathers, labor or riding. This includes horses, cattle, sheep, goats, ~~swine~~, fowl, rabbits and other similar animals and birds.

...

“FOWL, BACKYARD:” A DOMESTIC CHICKEN LOCATED IN THE BACKYARD OF A DETACHED SINGLE-FAMILY RESIDENCE, EXCLUDING MALE FOWL (ROOSTERS).

...

SECTION 3. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 2 (Residential Districts), Section 28-33 (Uses permitted with conditions.), is hereby amended to read as follows:

28-33 Uses permitted with conditions.

...

(g) Farm animals. Raising and keeping farm animals INCLUDING BACKYARD FOWL is allowed in certain residential zoning districts, subject to the PROVISIONS OF AVONDALE CITY CODE CHAPTER 3 (ANIMALS AND FOWL), ARTICLE II (LIVESTOCK, FOWL, ETC.). ~~following:~~

~~(1) In the RR-43 District:~~

- ~~(A) The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~
- ~~(B) Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~
- ~~(C) No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.~~
- ~~(D) Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.~~
- ~~(E) Structures for fowl shall not be located closer than seventy five (75) feet to any neighboring residence.~~

~~(2) In the RR-18 District:~~

- ~~(A) All farm animals shall be contained on the property by an effective enclosure and shall not be allowed to run at large.~~
- ~~(B) The property shall be maintained so that it does not create or contribute to a health nuisance caused by the presence of flies, mosquitoes or other vermin; objectionable odors or dust; ponded water or water runoff; the~~

~~accumulation of manure, garbage, refuse or other obnoxious or putrescible material; or similar conditions.~~

~~(3) — In the R1-35 District:~~

~~(A) — The keeping of livestock such as cattle and horses shall be allowed at a ratio of one (1) animal per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~

~~(B) — Small livestock such as goats and sheep shall be allowed at a ratio of two (2) animals per twenty one thousand seven hundred eighty (21,780) square feet of lot area.~~

~~(C) — No more than two (2) swine per lot shall be allowed, excluding potbellied pigs.~~

~~(D) — Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.~~

...

SECTION 4. The Avondale City Code, Chapter 28 (Zoning Ordinance), Article 7 (Supplementary Regulations), Section 28-133 (Detached accessory buildings.), is hereby amended to read as follows:

28-133 Detached accessory buildings.

...

- (e) No building that is accessory to any residential building shall be erected to a height greater than fifteen (15) feet, except that on a residential lot in the AG District, a shelter for the keeping of animals ~~or fowl~~, silos or other similar structures customarily used in association with an agricultural use may be erected to the maximum height allowable for the main building in that district.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 9, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney