

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

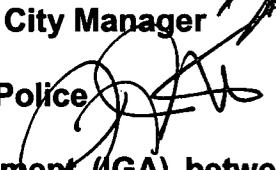
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Amend No. _____

Date prepared: August 24, 2009

Council Meeting Date: September 15, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager 

FROM: Larry J. Ratcliff, Chief of Police 

SUBJECT: Intergovernmental Agreement (IGA) between the State of Arizona through its Department of Public Safety (DPS) and City of Peoria Police Department to continue the assignment of a police officer in the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) Task Force.

RECOMMENDATION:

The Mayor and Council are asked to accept and enter into an Intergovernmental Agreement with the State of Arizona through its Department of Public Safety (DPS) and the City of Peoria to continue the assignment of a police officer in the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) Task Force for a period of one year. In FY09, a new Police Officer position was approved for assignment to the State Gang Task Force (partially reimbursed by DPS).

SUMMARY:

Attached for signatures is the Intergovernmental Agreement (IGA) with the State of Arizona through its Department of Public Safety (DPS) and City of Peoria Police Department to continue the assignment of an AZ P.O.S.T. certified sworn law enforcement officer full-time in the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) for a term of one (1) year. The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

The State Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) is a specialized unit funded by the State of Arizona that has been organized to respond to requests from cities for gang suppression. Although this service is available to all cities in the valley, priority is given to cities who are actively participating in the task force. The officers assigned to GIITEM receive specialized training and equipment to address gang and immigration investigation. The GIITEM program reimburses participating

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # 09-109
LCON# 076009 LIC. # _____
Action Date: _____

cities 75% of the officer's salary, pays for GIITEM related overtime and provides the specialized equipment and vehicle needed for the assignment.

The Police Department is committed to the pursuit and prosecution of all offenders involved in criminal street level gang activity through the cooperative efforts of this multi-agency team (GIITEM). Additionally, our officer assigned to this team will provide the Department with multi-agency resources on gang-related issues and enforcement.

ATTACHMENTS:

1. Intergovernmental Agreement (3)
2. Resolution

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the City of Peoria Arizona Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to _____.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work

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week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 99-4.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

This IGA shall become effective upon the execution of (3) original agreements by the parties hereto, and upon one (1) original being filed with the Arizona Secretary of State. DPS agrees to reimburse the Agency in accordance with the terms set forth in Paragraph II, retroactively from July 1st, through June 30th of the current fiscal year.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this

provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Chief Larry Ratliff
Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, Arizona 85345

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: P. Vanderpool
for Roger Vanderpool, Director
Arizona Department of Public Safety

DATE: 8/20/09

APPROVED AS TO FORM:

[Signature] 8/7/09
Assistant Attorney General

DATE: 8/7/09

CITY OF PEORIA ARIZONA POLICE DEPARTMENT

BY: [Signature]
Larry Ratliff, Chief

DATE: 8/27/09

APPROVED AS TO FORM

ATTEST:

CITY OF PEORIA

CITY OF PEORIA

Mary Jo Kief, City Clerk

Carl Swenson, City Manager



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Anni L. Foster
Assistant Attorney General

Direct: 602-542-8859
Fax: 602-542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P001-2009-003135 (**DPS 2009-271**), an Agreement between public agencies, i.e., Arizona Department of Public Safety and the City of Peoria Police Department, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 7, 2009.

TERRY GODDARD
Attorney General



ANNI L. FOSTER
Assistant Attorney General

ALF:co
Attachment
#527028

RESOLUTION NO. 09-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF PUBLIC SAFETY (DPS) GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) TO ENHANCE LAW ENFORCEMENT SERVICES CONCERNING THE CRIMINAL ACTIVITIES OF STREET GANGS.

WHEREAS, the City of Peoria is authorizing, pursuant to A.R.S. 11-952, to enter into Intergovernmental Agreements for the joint provisions of services; and

WHEREAS, the City of Peoria will assign one full-time sworn law enforcement officer to the GIITEM team, administered by DPS to enhance law enforcement services concerning the criminal activities of street gangs; and

WHEREAS, the City of Peoria proposes to participate in the GIITEM administered by DPS, who will provide 75% of the funding for this position, including benefits and overtime expenses.

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, as follows:

That the City Council authorizes the acceptance of the Intergovernmental Agreement between the State of Arizona through its Department of Public Safety GIITEM for a one-year term:

That the City Manager and Police Chief are authorized and directed to execute such documents on behalf of the City, as may be necessary to participate in this intergovernmental agreement;

That the City Manager and Management Services Department Director are authorized and directed to create appropriate City of Peoria budget accounts to facilitate the acceptance of the IGA with the State of Arizona through its Department of Public Safety GITEM and City of Peoria Police Department and work in conjunction with the Police Chief to implement the appropriate supplemental law enforcement operations, and submit the financial and operational reports to the required federal agencies as required by federal grant award requirements.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 15th day of September, 2009.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED TO FORM:

Stephen M. Kemp, City Attorney