# City of Benson
# City Council Communication

**Regular Meeting** **April 14, 2014**

To: Mayor and Council Agenda Item # 2

From: Paul F. Moncada, Chief of Police

Subject:

Intergovernmental Agreement (IGA) with Arizona Department of Public Safety Auto Theft Task Force

Discussion:

The Chief of Police is requesting approval to enter into an Intergovernmental Agreement with the Arizona Department of Public Safety which would entail assigning an officer to the Arizona Auto Theft Task Force. This officer would investigate crimes associated with auto theft. The State of Arizona would pay 75% of the officer's salary and benefits, and 100% of the Task Force related overtime. The city would be responsible for the remaining 25%. This assignment would take the place of the current GIITEM assignment.

Staff Recommendation:

Approval of the Intergovernmental Agreement (IGA) with Arizona Department of Public Safety Auto Theft Task Force

DPS CONTRACT NO. _____

# INTERGOVERNMENTAL AGREEMENT
# REGARDING
# ARIZONA VEHICLE THEFT 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 _____, hereinafter referred to as "Agency."

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

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.

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

## I. Participation

The Agency agrees to assign one (1) P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to the Arizona Vehicle Theft Task Force on a full-time basis, for such assignments within the purposes of this contract, as directed by DPS. During this assignment, DPS and the Agency agree to allow the officer to maintain all benefits, rights and privileges available to the officer as if the officer were assigned on a full-time basis to the Agency. The officer must abide by all of the applicable rules and regulations of the Agency and is subject to the Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, the Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

## II. Reimbursement

DPS agrees to reimburse the Agency on a quarterly basis, for 75% of the salary of the assigned police officer and 100% of pre-authorized Task Force related overtime hours per month (depending upon funding by the Arizona Automobile Theft Authority), based on DPS weekly time accounting summary. The Agency agrees to provide to DPS the following information: the officer's annual and hourly rate of pay, the officer's hourly overtime rate of pay and associated ERE (employee related expenses) costs. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries unless the Agency notifies DPS at least ninety (90) calendar days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. DPS shall assign and maintain a vehicle which will be provided in accordance with DPS vehicle policy to the Agency officer assigned to the Task Force. The maintenance and use of the DPS vehicle will be in conformance and compliance with all DPS rules and regulations.

## III. 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.

## IV. Nondiscrimination

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

## V. Sudan/Iran

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

## VI. Indemnification

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

## VII. Drug Free Workplace

Any officer assigned to the task force will be subject to random and/or for cause drug and alcohol testing in accordance with the Agency's guidelines and the DPS Drug Free Workplace Program guidelines. 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. Officer may be removed from the task force for failure to comply with the Agency's guidelines/drug screening requirement or for his/her failure to comply with DPS program/drug screening requirements.

## VIII. Immigration Compliance

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

## IX. Termination

Either party may terminate this Agreement for convenience or cause with thirty (30) calendar days written notice to the other party. Upon termination, DPS shall pay the Agency all

outstanding amounts up through the time at which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under this Agreement will be provided by mail to:

Major
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Chief
Agency

## X. Cancellation

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

## XI. Recordkeeping

All records regarding this Agreement, including officer's time accounting logs, must be retained for five (5) years after completion of this Agreement, in compliance with A.R.S. § 35-214.

## XII. Fees

Neither party may charge the other for any administrative fees for work performed pursuant to this Agreement.

## XIII. Jurisdiction

DPS gives prior consent to extend law enforcement authority of the participating Agency to the jurisdiction of DPS, pursuant to A.R.S. § 13-3871. The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries, as any peace officer can in the State of Arizona.

## XIV. Limitations

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

## XV. 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.

## XVI. Effective Date/Duration

This Agreement shall become effective upon the execution of two (2) originals by the parties. This Agreement shall be for a term of one (1) year after the Agreement becomes effective, but shall automatically renew itself on July 1st of each year if DPS sends out a written notice of funding availability to the Agency within thirty (30) calendar days prior to the end of each year.

All prior agreements regarding the task force are canceled as of the effective date of this agreement.

## XVII. Worker's Compensation Benefits

Pursuant to A.R.S. § 23-1022 D, for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this _____ day of _____, 2012.

State of Arizona

By: _____
Robert C. Halliday, Director
Arizona Department of Public Safety

Date: _____

Approved as to Form:

_____
Assistant Attorney General

_____
Date

Agency

By: _____

Date: _____

Approved as to Form:

_____

_____
Date