

**INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) UNITS**

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 Cochise County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning gangs and any criminal activities 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.

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) detention officer, herein referred to as "personnel," to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis to perform the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration, and other criminal activities and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel will be assigned to a DPS DLO Unit on a full-time basis and will perform the duties of a Detention Liaison Officer as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel are monitored by their own agencies; however, for day to day operations, personnel receive direction and supervision from the DPS appointed supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement. During this period of assignment, the Agency and DPS agree to allow said personnel to maintain all benefits, rights, and privileges available to said personnel as if they were assigned on a full-time basis to the Agency. The assigned personnel must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

Personnel are assigned to DPS GIITEM on a full-time basis to perform the duties and activities for such assignments within the purposes of this IGA, as directed by DPS. DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the personnel) for up to 75 percent of payroll expenses of the personnel 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 for the State Gang Task Force, hereinafter referred to as "GIITEM." DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but is not used by the personnel, will not be reimbursed. The Agency will pay 25 percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard 40-hour work week scheduled according to the needs of the Agency, with the understanding the 40-hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment, or training.

Prior to the personnel reporting to GIITEM, the Agency agrees to furnish DPS with the following information: personnel 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 personnel 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 only for the IGA duration up to the specified limitations.

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 2009-09.

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 personnel, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any personnel 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 personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned personnel 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 personnel who undergoes testing. The personnel may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214 and 44-4401.

1. The Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That section reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and contract may be terminated.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure the Agency is complying with the warranty under paragraph 1.

VIII. RECORDKEEPING

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

IX. FEES

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

X. JURISDICTION

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

XI. 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.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency personnel 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 personnel's assignment to GIITEM.

XIII. 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.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1 through June 30, and shall renew annually on July 1 for a period of time not to exceed five 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 the GIITEM DLO Unit participation are cancelled as of the effective date of this IGA.

XV. 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.

XVI. 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.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon 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

Mark Dannels, Sheriff
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

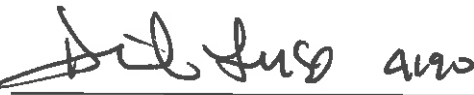
XVIII. VALIDITY

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

COCHISE COUNTY SHERIFF'S OFFICE

BY: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

BY: _____
Mark Dannels, Sheriff
Cochise County Sheriff's Office

DATE: 6/13/19

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Assistant Attorney General

County Deputy Attorney

DATE: 5/31/19

DATE: _____



Addendum "A"

GIITEM

GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION

May 21, 2019

DETENTION LIAISON OFFICER UNITS

Introduction:

The Detention Liaison Officer (DLO) Units are a component of the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). DLOs are from various sheriffs and corrections departments assigned to GIITEM, who remain at, and perform gang investigative and intelligence duties in jails and prisons. DLOs collect and report information regarding criminal street gangs, human smuggling organizations, security threat groups, and other criminal activities as well as conducting and assisting with criminal investigation efforts. DLOs are assigned to a DPS DLO Unit on a fulltime basis and serve as a resource for city, county and state law enforcement. GIITEM reimburses participating agencies for up to 75 percent of the DLO salary and employee related expenses.

Detention Liaison Officer Units:

The DPS DLO Units leverage investigation and intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriffs departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Units aim to incorporate the information collected during such routine duties to complement law enforcement activity outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriffs departments and other correctional facilities the opportunity to participate in the DLO Units' efforts. To participate, an agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet.

Personnel assigned to a DLO Unit continue to work at their agency's detention facilities, but are assigned to collecting, documenting, and reporting any gang and criminal activity. The Gang Member Information Card (GMIC) information collected by the DLO is entered into GangNet by the participating agency DLO and/or provided to the appropriate jurisdiction. The DLO provides statistical reporting to the designated DPS DLO supervisor on a weekly and monthly basis. Because the position of a DLO is critical to interviewing and collecting information from gang members and/or regarding any criminal activities, DLOs should not be assigned normal detention or correctional officer duties.

As approved by DPS, DLOs may participate and attend meetings and training in order to stay current on gang trends and activities within and outside of the state of Arizona. When approved by DPS, GIITEM

pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies; however, in matters related to the DLO Unit day to day operations, DLOs receive direction and supervision from an appointed DPS DLO Unit supervisor.

GIITEM may provide the DLOs equipment and materials to accomplish their duties. DLOs will be responsible for the equipment and materials assigned to them and all such items shall be returned to GIITEM in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview individuals to develop intelligence about gangs and any criminal activity.
- Assist their own and other agencies with investigation efforts.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Collect any information on illegal conveyances into the United States and any information regarding smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Provide training to fellow detention officers regarding gang and criminal intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards into GangNet.
- Prepare intelligence and information reports and statistic documentation on a weekly and monthly basis to the DPS DLO supervisor.
- Coordinate any absences (annual leave, sick leave, training, etc.) with the DPS DLO supervisor.
- Attend DLO Units' intelligence and training meetings.
- Respond to and complete requests from gang task forces or investigators regarding incarcerated gang members and gangs.

AGENCY RESPONSIBILITIES:

- The sheriffs departments and correctional facilities (*county, state, federal*) agree to allow the assigned DLO for their agency to do their DLO duties on a full-time basis free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend meetings and training designated by DPS in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

- GIITEM is funded by annual legislative appropriation.
- GIITEM reimburses participating agencies per the IGA and funding is on a 12 months basis.
- Approval and continuance of the IGA is subject to the availability of funds.