



# ARIZONA DEPARTMENT OF PUBLIC SAFETY

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*"Courteous Vigilance"*

**DOUGLAS A. DUCEY**     **HESTON SILBERT**  
Governor                     Director

August 12, 2021

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

RE: IGA #2021-061

Dear Sheriff Dannels:

Attached for your review and approval are two (2) original Intergovernmental Agreements between the Arizona Department of Public Safety, GIITEM, and the Cochise County Sheriff's Office. The purpose of this IGA is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties. The Cochise County Sheriff's Office agrees to assign one (1) Detention Officer on a full-time basis. The terms of this agreement shall come effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four years.

Please sign each of the agreements and return one copy in the enclosed envelope.

If we can be of assistance, you can contact my Chief of Staff for the Criminal Investigations Division, Major Jennifer N. Borquez at (602) 223-2864 or email at [jborquez@azdps.gov](mailto:jborquez@azdps.gov).

Sincerely,

Deston Coleman, Jr., Lt. Colonel  
Assistant Director  
Criminal Investigations Division

/cjh

Enclosures (3)

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

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Cochise County Sheriff's Office ("Agency").

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

DPS is authorized 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.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

**I. PARTICIPATION**

The Agency agrees to assign one (1) detention officer ("personnel") to DPS's Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis for intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, 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 Detention Liaison Officer (DLO) Unit on a full-time basis and will perform the duties of a DLO 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 GIITEM supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide personnel with all employment-related benefits, rights, and privileges. The personnel must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

**II. DPS'S RESPONSIBILITIES**

Based upon the personnel's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA. Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). Personnel must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 20 hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

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

Any other equipment assigned to personnel for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. AGENCY'S RESPONSIBILITIES**

Prior to the personnel commencing work at DPS/GIITEM, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least 60 days prior to the effective date of the change.

### **IV. IMMIGRATION**

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

### **V. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **VI. 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.

### **VII. DRUG FREE WORKPLACE**

Any personnel assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, 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 Agency for personnel who undergoes testing. Personnel may be removed from GIITEM for failure to comply with the program or failure to pass DPS drug screening requirements.

## **VIII. RECORDKEEPING**

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

## **IX. FEES**

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

## **X. JURISDICTION**

Agency agrees to permit 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 workers compensation coverage, Agency personnel shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any 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 on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding GIITEM gang enforcement participation are superseded 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**

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

## **XVII. 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 effective date of the termination. All property shall be returned to the owning party upon termination.

**XVIII. NOTICE**

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, AZ 85005

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

**XIX. 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**

**OTHER AGENCY**

By   
Lt. Colonel Ken Hunter, Deputy Director

By \_\_\_\_\_  
Sheriff Mark Dannels

Date: 8/10/21

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

  
Assistant Attorney General

\_\_\_\_\_  
City/County Attorney

## **Addendum “A”**

# **GIITEM**

## **GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION**

January 8, 2018

### **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 human smuggling organizations, security threat groups, gangs, 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 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. Sheriff's 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 efforts by officers on the streets. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriff's departments and other correctional facilities, including tribal, 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 agencies' 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, who actually oversees the DLOs assigned to them.

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 for entry 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 to ensure there is no conflict.
- Attend DLO Units' intelligence and training meetings.
- Day to day DLO direction and guidance is by the DPS DLO supervisor.
- Respond to and complete requests from local area gang task force squads reference information related to incarcerated gang members and gangs.

**AGENCY RESPONSIBILITIES:**

- The Sheriffs' departments and correctional facilities (*county, state, tribal, 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 month basis.
- Approval and continuance of the IGA is subject to the availability of funds.

**INTERGOVERNMENTAL AGREEMENT  
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**I. PARTICIPATION**

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Personnel will be assigned to a DPS Detention Liaison Officer (DLO) Unit on a full-time basis and will perform the duties of a DLO 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 GIITEM supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide personnel with all employment-related benefits, rights, and privileges. The personnel must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

**II. DPS'S RESPONSIBILITIES**

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**STATE OF ARIZONA**

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By   
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By \_\_\_\_\_  
Sheriff Mark Dannels

Date: 8/10/21

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**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

  
Assistant Attorney General

\_\_\_\_\_  
City/County Attorney

## **Addendum “A”**

# **GIITEM**

## **GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION**

January 8, 2018

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