

**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
WEST VALLEY INVESTIGATIVE RESPONSE TEAM**

This Intergovernmental Agreement is entered into pursuant to A.R.S. §§ 11-951, *et seq.* and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team (WVIRT). Upon invitation by the chief law enforcement officers ("Chiefs") of the then-existing members any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. §§11-951 *et seq.* The participating agencies shall be collectively referred to as "WVIRT Agencies" or "Parties").

I. PURPOSE

The purpose of this Agreement is to create a West Valley Investigative Response Team (WVIRT). The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident" or "Critical Incident Investigation", including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one sworn law enforcement officer to represent that Party on the WVIRT ("WVIRT Member"). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties the individual selected to represent that Party as a WVIRT Member and when such designation changes. In the event a primary WVIRT member is not available or as the situation dictates, a Party may provide

officers not designated as WVIRT members in support of a WVIRT activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as “WVIRT Team Leaders”, subject to final approval of “Chiefs” of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT members shall appoint a replacement subject to final approval of “Chiefs” of the WVIRT agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the of WVIRT. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT (“Requesting Party”). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party (WVIRT Activation”).

Upon contact, Team Leaders shall identify the Party that shall serve as the “Lead Investigator” for the “Critical Incident Investigation”. The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the “Lead Agency” during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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, officials, agents, employees, or volunteers.

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on the _____ day of _____, 2021.

CITY OF GLENDALE, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Reviewed By: Chris Briggs
Chris Briggs
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Glendale

By: _____
Michael D. Bailey
City Attorney

Date: _____