

**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 San Luis Police Department ("SLPD").

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. SLPD is authorized and empowered pursuant to _____ to enter into this IGA.

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 SLPD 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 City agrees the assigned officers shall be in compliance with DPS residency requirements.

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

The SLPD 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 SLPD on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers 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 workers compensation and social security at established rates, vacation and sick leave taken while working GIITEM.

Overtime compensation will be for GIITEM related activities only. There must be a minimum of 40 hours of GIITEM related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse the SLPD for overtime compensation to its officers in an amount not to exceed eight (8) hours per officer, per month. After the first 8 hours of DPS-reimbursed overtime compensation is exhausted, the SLPD will pay overtime compensation to its officers in an amount not to exceed twenty (20) hours per officer, per month. Notwithstanding these limitations, DPS may reimburse for overtime hours on GIITEM related work without contacting the SLPD 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 SLPD 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 week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an ongoing investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the SLPD 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 SLPD for salary raises or modifications to base salaries, unless the SLPD 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 officers 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 SLPD 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 officers must meet the ADOA Driver's Training Requirements.

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

III. IMMIGRATION

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

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 "indemnatee") 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 officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her City's guidelines. If the SLPD does not have a drug free program, the officers 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

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

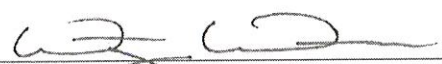
Chief Craig Higgins
San Luis Police Department
P.O. Box 3720
San Luis, Arizona 85349

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.

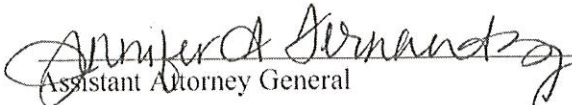
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

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

DATE: 5/24/16

APPROVED AS TO FORM:


Assistant Attorney General

DATE: 5/16/16

SAN LUIS POLICE DEPARTMENT

BY: _____
Craig Higgins, Chief of Police

DATE: _____

INTERGOVERNMENTAL AGREEMENT

FOR

75% of salary reimbursement for a SLPD Officer with GITTEM Task Force

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 27th day of July, 2016

Kay Marion Macuil
San Luis City Attorney