

**YUMA REGIONAL CRITICAL INCIDENT RESPONSE TEAM
INTERGOVERNMENTAL AGREEMENT**

I. RECITALS

WHEREAS, the Parties to the Yuma Regional Critical Incident Response Team Intergovernmental Agreement authorized by A.R.S. § 11-952 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the State of Arizona enacted A.R.S. § 41-1762, effective July 1, 2025, requiring each law enforcement agency in the State of Arizona to use the Department of Public Safety Major Incident Division, a regional law enforcement task force, or a separate law enforcement agency to conduct criminal investigations of Critical Force Incidents;

WHEREAS, the law enforcement agencies in Yuma County desire to create a regional law enforcement task force to comply with the requirements of A.R.S. § 41-1762;

WHEREAS, due to Yuma County’s location and distance from other law enforcement agencies, a regional law enforcement task force will allow for timely and transparent criminal investigations of Critical Force Incidents; and

WHEREAS, the regional task force will be titled the Yuma Regional Critical Incident Response Team;

WHEREAS, the Parties have agreed to the terms of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the Parties agree as follows:

II. PURPOSE

The purpose of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement (“Agreement”) is create a local multi-agency task force to conduct criminal investigations of law enforcement officers involved in Critical Force Incidents in order to promote transparency, and public confidence that objective investigations are being conducted. The incidents to be investigated by the task force include, but not limited to:

- A. Intentional and accidental shootings by peace officers; and
- B. Use of force by a peace officer resulting in death or serious physical injury to another; and
- C. In-custody deaths; and
- D. Peace officer suicides

III. PARTIES

This Agreement is entered into by and between the City of Yuma, on behalf of the Yuma Police Department (“YPD”), Yuma County, on behalf of the Yuma County Sheriff’s Office (“YCSO”), Arizona Western College, on behalf of Arizona Western College Police Department (“AWCPD”), the City of San Luis, on behalf of San Luis Police Department (“SLPD”), the City of Somerton, on behalf of the Somerton Police Department (“SPD”), and the Town of Wellton, on behalf of the Wellton Police Department (“WPD”). These entities may be referred to collectively as the “Parties,” or individually “Party.”

The Parties have each identified a central point of contact for communications pertaining to this Agreement. Unless otherwise agreed to, all information sharing between the Parties will occur between these points of contact information changes. The points of contact are set forth below:

Thomas Garrity, Chief
Yuma Police Department
1500 South 1st Avenue
Yuma, Arizona 85364
(928) 373-4700

Leon Wilmot, Sheriff
Yuma County Sheriff’s Office
141 South 3rd Avenue
Yuma, Arizona 85364
(928) 783-4427

Miguel Alvarez, Interim Chief
San Luis Police Department
1030 Union Street
San Luis, Arizona 85349
(928) 341-2420

Araceli Juarez, Chief
Somerton Police Department
445 East Main Street
Somerton, Arizona 85350
(928) 722-7326

David Rodriguez, Chief
Wellton Police Department
28618 Oakland Avenue
P.O. Box 67
Wellton, Arizona 85356
(928) 785-4700

Stephen D. Suho, Jr., Chief
Arizona Western College Police Department
2020 South Avenue 8E
Yuma, Arizona 85366
(928) 314-9500

IV. GENERAL PROVISIONS

- A. **Effective Date.** This Agreement is effective as of the date of the signature of the last signing party.
- B. **Initial Term and Renewal.** This Agreement is in effect for a period of five (5) years from the Effective Date (“Initial Term”). It shall automatically renew for five (5) consecutive, one (1) year terms (“Renewal Term”).
- C. **Termination and Non-Renewal.** Any Party may terminate its participation in this Agreement, with or without cause, upon providing thirty (30) days written notice to each of the other Parties. Any Party may opt to not renew its participation in this Agreement by providing written notice to each of the other Parties thirty (30) days prior to the next Renewal Term. If, at any time, only two (2) Parties remain as participants in this Agreement, it automatically terminates.

- D. **Notices.** Any notices required or permitted hereunder shall be in writing and shall be deemed delivered if delivered in person, by electronic mail with delivery receipt, or ten (10) days from the date of mailing by registered or certified mail and addressed to the point of contact for the other Party.
- E. **Non-Discrimination.** The Parties shall comply with all applicable State and Federal employment laws, rules, and regulations, which require that all persons shall have equal access to employment regardless of race, color, religion, disability, sex (including sexual preference and gender identity), age, national origin, veteran's status, genetic code or political affiliation during the term(s) of this Agreement.
- F. **Availability of Funds for Each Successive Fiscal Year.** Pursuant to A.R.S. § 41-2546, all Parties are government entities, and Agreement validity is based upon the availability of public funding. In the event public funds are unavailable and not appropriate for the performance of any Party's obligations pursuant to this Agreement, that Party's participation in this Agreement shall automatically terminate without penalty, after written notice to the other of the unavailability and non-appropriations of public funds. It is expressly agreed that no Party shall activate this provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure.
- G. **Impossibility.** No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.
- H. **Employee Worker Eligibility.** By entering into this Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. Either Party may request verification of compliance from any other Party's employee, contractor or subcontractor performing work pursuant to this Agreement. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Agreement.
- I. **Indemnity.** Unless otherwise expressly provided, the Parties shall be individually responsible for the conduct of their own operations and performance of obligations pursuant to this Agreement and for any accidents, injuries to or the death of persons or damage or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing the duties undertaken pursuant to this Agreement. To the extent allowed by law, the Parties shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course or scope of their employment that may lead to any claims, liability, loss, or expense brought against another Party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

- J. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.
- K. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies required by statute or executive order. The jurisdiction for any disputes shall be Yuma County, Arizona.
- L. **Rights of Parties Only.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
- M. **Relationship of the Parties.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of the one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
- N. **Authority of Parties.** The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.
- O. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.
- P. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.
- Q. **Automatic Incorporation.** All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.
- R. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as set forth in A.R.S. §§ 35-393 and 36-393.01.

V. DEFINITIONS

- A. **Administrative Investigation.** Internal investigation by a law enforcement agency to determine if personnel violated the policy or procedures of the employing agency. This is separate and distinct from any criminal investigation.
- B. **Affected Agency.** Employing agency of officer(s) involved in a Critical Force Incident.
- C. **Chief Executive Officer.** Chief of Police or Sheriff from each Party.
- D. **Command Level Officer.** Personnel with command rank (Lieutenant and above, or equivalent).
- E. **Criminal Investigation.** Investigation conducted by the Yuma Regional Critical Incident Response Team to determine whether personnel involved in a Critical Force Incident violated any criminal statutes of the State of Arizona and/or were legally justified in their actions.
- F. **Critical Force Incident.** 1) The discharge of a firearm by a peace officer(s), as the result of a use of force encounter, regardless of whether it results in injury or death; or 2) an incident involving a peace officer's intended use of force that results in death or serious bodily injury to any person, while the peace officer is on-duty or off-duty but acting under the color of authority; or 3) the in-custody death of a person; or 4) the suicide of a peace officer.
- G. **In-Custody Death.** Any death occurring when a person is, or in the process of being, detained, arrested, or in the custody of a law enforcement officer. This does not include deaths that occur while the person is under a physician's treatment for a disease or other natural condition diagnosed prior to death and does not involve custodial trauma, custodial neglect, custodial suicide, or custodial ingestion of toxic substance.
- H. **Investigation Team.** Investigators assigned by each Party to conduct the criminal investigation.
- I. **Involved Officer.** Sworn personnel whose use of force or other conduct results in, forms the basis of, or contributes to, a Critical Force Incident.
- J. **Serious Bodily Injury.** Physical injury that creates a reasonable risk of death, or that causes serious and permanent disfigurement, serious impairment of health or loss or protracted impairment of the function of any bodily organ or limb.
- K. **Team Supervisor.** Investigator assigned to the Yuma Regional Critical Incident Response Team to lead and manage the criminal investigation.

VI. AGREEMENT

- A. The Chief Executive Officer of a Party to this Agreement may activate the Yuma Regional Critical Incident Response Team ("CIRT") upon the occurrence of a Critical Force Incident involving the personnel or employee of that Party's agency.

- B. Upon activation, the Critical Force Incident shall be investigated pursuant to the provisions of this Agreement and the separately created and agreed upon Standard Operating Procedures.
- C. The Standard Operating Procedures shall be in writing and copy maintained at each Party's agency.
- D. The Parties agree any chief executive may request to activate CIRT if the actions of their employee resulting in serious bodily injury or death.
- E. The Parties agree CIRT shall conduct a criminal investigation of a Critical Force Incident only. CIRT shall initialize the Arizona Revised Statutes and Standard Operating Procedures, and shall consider statutory and court created justifications for the use of force by law enforcement, as well as consider national standards for the use of force.
- F. CIRT shall not conduct Administrative Investigations, nor consider the internal agency policies of the Parties. Administrative Investigations remain the responsibility of the Affected Agency.

G. DUTIES

1. Ensure proper investigative procedures are followed, collect and preserve evidence, and generate written reports in a timely manner.
2. The Team Supervisor of the Investigative Team, along with the Affected Agency's administrative investigation personnel, shall meet with the Involved Officer(s) promptly following activation of CIRT to explain the investigative process.
3. The Commander, or designee, shall provide briefings and updates to the Affected Agency and the Yuma County Attorney's Office, or designated prosecution agency, regarding the status of the Investigation as needed or reasonably requested. The Commander, or designee, shall participate in any internal Critical Force Incident review meetings of the Affected Agency upon request.
4. Ensure CIRT operates solely as a fact-finding team.
5. Refer the completed Investigation to the Yuma County Attorney's Office, or designated prosecution agency, and be available to present the investigation to or answer questions from the reviewing prosecutor.
6. Notify the Affected Agency of the completion of the investigation and notify the Affected Agency prior to referral of the investigation to the Yuma County Attorney's Office, or designated prosecution agency.
7. Promptly provide a copy of the completed Investigation to the Affected Agency's administrative investigation personnel at the conclusion of the Investigation.
8. Ensure all requests for information from members of the public and media are referred to the Affected Agency.

H. ACTIVATION

1. A Chief Executive Officer of a Party to this Agreement may activate CIRT upon the occurrence of any Critical Force Incident involving its law enforcement employee.
2. Upon activation, the Critical Force Incident shall be investigated as set forth in this Agreement and the separately created and agreed upon Standard Operating Procedures.
3. All requests for CIRT activation shall be made to the Commander, or the Assistant Commander if the Commander is unavailable. The Commander shall then notify and direct a Team Supervisor to respond and coordinate the CIRT response.
4. No one from the Affected Agency shall participate in the CIRT Investigation, except to act as a Liaison Officer. In the event it becomes necessary for an Affected Agency's employee to participate in the Investigation, due to specialized skills or staffing challenges, the Affected Agency's employee participation shall be limited to covering the immediate need and shall be supervised by the Team Supervisor.

I. PERSONNEL AND EQUIPMENT

1. In the event of a CIRT activation, the Parties agree to relieve employees assigned to the Investigative Team from their day-to-day duties for the duration of the Investigation.
2. Each party is responsible for their own expenses for staffing, training, and equipment related to CIRT activities.
3. The Affected Agency is responsible for investigative expenditures and shall provide all reasonable and necessary support, resources, equipment and supplies needed by CIRT to conduct the Investigation. Prior to incurring costs associated with obtaining specialized equipment or testing, the Commander, or designee, shall determine whether alternatives exist and will consult with the Chief Executive Officer, or designee, of the Affected Agency.

J. INTERNAL ADMINISTRATIVE INVESTIGATION.

1. The Affected Agency's internal Administrative Investigation shall be conducted independent of the CIRT Investigation.
2. The CIRT Investigation shall take priority over the Affected Agency's internal Administrative Investigation.
3. The Affected Agency's administrative investigative personnel may remotely observe interviews conducted by the Investigative Team.

4. The Affected Agency's administrative investigative personnel shall be provided access to the Critical force Incident scene(s), in collaboration with and under the supervision of the Commander, or designee.

K. CIRT STRUCTURE

1. Board of Directors

- a. The Board of Directors consists of the Chief Executive Officers of the Parties.
- b. The Board of Directors shall meet as necessary to resolve issues in a timely manner, but shall meet a minimum of once per year.
- c. The primary role of the Board of Directors is to provided oversight, guidance, direction or the future, and standards and guidelines.
- d. The Board of Directors operates on a majority vote.
- e. The Board of Directors shall appoint the Commander. The first Commander appointed pursuant to this Agreement shall be appointed for the initial term of two (2) years. Thereafter, Commanders shall serve (1) year terms. The Board of Directors may re-appoint the same Commander or appoint a new Commander at the end of each term.
- f. The Board of Directors shall appoint the Assistant Commander. The first Assistant Commander appointed pursuant to this Agreement shall be appointed for an initial term of two (2) years. Thereafter, Assistant Commanders shall serve one (1) year terms. The Board of Directors may re-appoint the same Assistant Commander or appoint a new Commander at the end of each term.
- g. In the event an Affected Agency is willfully interfering with an Investigation, or failing to abide by this Agreement or separate Standard Operating Procedures in relation to an Investigation, the Board of Directors may elect to immediately cease the Investigation and return the responsibility to the Affected Agency.
- h. In the event a Party is willfully failing to abide by the Agreement or the Standard Operating Procedures, or is willfully interfering with the activities of CIRT, the Board of Directors ma remove to terminate the Party from this Agreement.

2. Commander

- a. Shall be a Command Level Officer employed by any Party.
- b. Shall provide an annual briefing to the Board of Directors detailing, at a minimum, completed and pending Investigations, training and areas identified for further growth and development.

- c. Shall set for the goals, objectives and expectations for Parties' employees assigned to CIRT.
- d. Shall establish, maintain and distribute written protocols for the activation of CIRT, as well as notification rosters, to each Party.
- e. Shall establish, maintain and distribute the Parties written Investigative Standard Operating Procedures, specific to the investigative process, that ensure a systematic and reliable Investigation. When developed and updated, the Investigative Standard Operating Procedures shall be presented to the Board of Directors approval.
- f. Shall ensure all reports prepared during the course of an Investigation utilize a Board of Director approved standardized reporting form.
- g. Shall be responsible for the management and conduct of the Investigative Team, individually and collectively, and shall ensure there are no conflicts of interest that may impact the Investigation or the process.
- h. Shall not be involved in the Investigation if employed by the Affected Agency.
- i. Shall assign a Team Supervisor to each investigation for the purposes of direct management and supervision over the Investigative Team.
- j. Shall be responsible for ensuring the completed Investigation is presented to the Affected Agency, as well as the Yuma County Attorney's Office or designated prosecution agency if requested.
- k. Shall ensure the individual CIRT participants are sufficiently trained and educated.
- l. Retains the power to remove any team member for objectively identified reasons based on his/her own observations, the recommendation of a Team Supervisor, or at the request of a Chief Executive Officer.

3. Assistant Commander

- a. Shall be a Command Level Officer employed by a Party.
- b. Shall not be employed by the same Party as the Commander.
- c. Shall serve as the Acting Commander when the Commander is employed by the Affected Agency.
- d. Shall serve as the Acting Commander when the Commander is unavailable, has a conflict-of-interest, or is otherwise unable to meet his/her obligations.

- e. Shall schedule routine CIRT meetings (a minimum of once every three (3) months), ensure basic trainings standards are met, and shall seek out opportunities for additional and specialized training for team members.

4. Team Supervisors

- a. Each Party's Chief Executive Office shall appoint one employee, at the level of Sergeant or equivalent, to be assigned to the CIRT as a Team Supervisor.
- b. The first Team Supervisors appointed pursuant to this Agreement shall be assigned for an initial term of two (2) years. Thereafter, the Chief Executive Officers shall review the assignment each calendar year and determine whether to continue the assignment, or assign another employee to the role.
- c. Shall respond to Critical Force Incidents on rotation determined by the Commander.
- d. Shall not participate in an Investigation when s/he is an employee of the Affected Agency.
- e. Shall direct the Investigation and ensure the Yuma County Attorney, or designated prosecution agency, is notified of the Critical Force Incident.
- f. Shall determine the number of Investigators necessary for the Investigation, assemble the Investigative Team, and delegate investigative and administrative tasks to the Investigative Team.
- g. Shall designate a Primary Investigator and Secondary Investigator.
- h. May request assistance from other Team Supervisors for support functions, but is responsible for the overall management of the Investigation.
- i. Shall coordinate a briefing between the Investigative Team, Affected Agency, and Yuma County Attorney's Office, or designated prosecution agency. The Affected Agency shall provide an initial briefing of the Critical Force Incident.
- j. At the conclusion of the Investigation, shall conduct a team debriefing to review performance and identify needs such as training or procedure changes.
- k. Shall notify the Commander of training and development needs when identified.
- l. Shall provide training to their own agency pertaining to the terms of this Agreement, investigative process, and Standard Operating Procedures.
- m. In the event the Commander and Assistant Commander are unavailable, the Commander shall appoint Team Supervisors to serve as Acting Commander and Acting Assistant Commander. The appointments shall be made in writing and all Parties and team members shall be notified.

5. Investigators and the Investigative Team

- a. Investigators are appointed by the Chief Executive Officer of each Party.
- b. The first Investigators appointed pursuant to this Agreement shall be assigned for an initial term of two (2) years. Thereafter, the Chief Executive Officers shall review the assignment each calendar year and determine whether to continue the assignment, or assign another employee to the role.
- c. The Parties acknowledge their law enforcement agencies varies in size and availability of staff. All Parties should endeavor to assign two (2) to three (3) investigators; however, it is understood smaller law enforcement agencies may only be able to assign one (1) or two (2) Investigators.
- d. The number of Investigators utilized will be determined by the assigned Team Supervisor and Investigators will be selected based on a rotational schedule created by the Commander.
- e. The Parties should select their most skilled, trained, and experienced personnel to serve as Investigators.
- f. Investigators shall not be involved in an Investigation if they are employed by the Affected Agency.

L. Evidence Collection, Preservation, and Analysis

1. The Parties acknowledge the only non-Federal crime scene unit or forensic services unit in Yuma County is operated by YPD. In order to ensure Investigations involving YPD as the Affected Agency are conducted in the same objective and transparent manner, free from any perception of a conflict-of-interest, each of the other Parties shall ensure at least one (1) employee receives the necessary training to be able to collect and preserve forensic evidence within twelve (12) months of the Effective Date of this Agreement. The employee need not be a CIRT participant and may be civilian or sworn. In the event a Party has insufficient resources to ensure this training, the Board of Directors may waive this requirement.
2. Upon activation of CIRT, the Commander shall immediately request a crime scene or forensic services unit from a Party other than the Affected Agency. The crime scene or forensic services unit shall report directly to the Commander.
3. The responding crime scene or forensic services unit is responsible for processing the Critical Force Incident scene(s) and collecting and preserving evidence.
4. In the event the only Party with a crime scene or forensic services unit available is the Affected Agency, the Commander shall contact the Department of Public Safety for assistance. If

response time for the Department of Public Safety is such that the Investigation will be unreasonably delayed, the Affected Agency's crime scene or forensic services unit may be utilized. The Commander shall directly supervise and witness all activities of the Affected Agency's personnel.

5. The Party having jurisdiction over the location where the Critical Force Incident occurred shall have the responsibility for immediately securing the scene(s). The Party shall preserve the integrity of the scene(s) and its contents, control access, and identify and separate witnesses until CIRT arrives and assumes command. This includes obtaining a public safety statement from and photographing the Involved Officer(s).
6. Prior to the release of the Critical Force Incident scene(s), the First and Second Lead Investigators, crime scene or forensic services personnel, Team Supervisor(s), Liaison Officer, and the Affected Agency's Administrative Investigation personnel shall confer to determine if evidence collection is complete for all needs.
7. The Party who employs the assigned crime scene or forensic services personnel involved in the Investigation is responsible for the preservation and storage of all collected evidence to ensure chain of custody and quality control.
8. The assigned crime scene or forensic services unit shall maintain a record of the Affected Agency's case number to ensure continuity and accuracy of the records.
9. The assigned crime scene or forensic services unit shall provide the Team Supervisor with the case number or identification number used to log and store evidence.
10. Upon conclusion of the Investigation, or prosecution and appeal period if applicable, and the expiration of the statute of limitations for civil action(s), all evidence collected and stored by the collecting Party will be returned to the Affected Agency to be stored and retained per Arizona state law and the Affected Agency's policies and procedures.

M. Interviewing the Involved Officer(s)

1. The interviews shall be conducted in accordance with the Affected Agency's policies and procedures.
2. CIRT shall not be involved in conducting any internal Administrative Investigation. Prior to any interviews, Involved Officers shall be notified that *Garrity* advisements and protections do not apply.
3. All interviews of Involved Officers shall be video recorded and separately audio recorded.
 1. Interviews of witnesses shall be audio recorded, at a minimum.
4. Administrative Investigations personnel from the Affected Agency shall be provided copies of all interviews for internal use.

N. Report Writing

1. The Affected Agency shall document the Critical Force Incident pursuant to its policies and procedures on its standard report form(s).
2. Involved Officers shall not be required to complete a report.
3. The Affected Agency's initial report shall be provided to the Commander.
4. The Affected Agency shall generate the case or incident number to be utilized by CIRT.
5. Investigators shall provide all reports to the Team Supervisor.
 - a. All Investigators shall prepare written reports/supplements thoroughly documenting their participation in the Investigation.
 - b. All emails, notes, memoranda, reports, supplements, or other written documents created during the course of the Investigation shall be preserved and provided to the Lead Investigator. Nothing shall be destroyed.
 - c. The Lead Investigator is ultimately responsible for ensuring all written documents created during the course of the Investigation are collected and provided to the Team Supervisor.
 - d. All reports shall be promptly completed and distributed.
6. Upon the conclusion of the Investigation, the Liaison Officer shall obtain a copy of the complete investigation, to include all reports, supplements, emails, memoranda, notes, photographs, and video and audio recordings, from the Lead Investigator.
7. All items collected and records created during the Investigation are considered the property of the Affected Agency and, at the conclusion of the Investigation, the Affected Agency shall maintain the records in compliance with Arizona state law and the Affected Agency's policies and procedures. No member of CIRT shall retain copy of the Investigation.

O. Rights and Responsibilities of the Affected Agency

1. Liaison Officer
 - a. The Affected Agency's Chief Executive Officer shall assign a Liaison Officer to act as the point of contact for the Investigation. The Liaison Officer shall be selected from the Affected Agency's CIRT members.
 - b. The Liaison Officer will typically be utilized to communicate with and coordinate the Affected Agency, CIRT and the Yuma County Attorney's Office, or designated prosecution officer.

- c. The Liaison Officer shall have the authority to activate investigative resources or personnel from the Affected Agency as requested by the Team Supervisor. Any additional personnel provided to assist CIRT shall report to and be under the command of the Team Supervisor.
2. The Affected Agency shall provide facilities, with video recording capabilities, to be used by CIRT for processing, administrative tasks, and to conduct interviews.
 - a. The Liaison Officer shall ensure all video and audio recordings are downloaded and preserved, and that copies are provided to the Lead Investigator or Team Supervisor.
3. Beyond obtaining the initial public safety statement, the Affected Agency shall not question or interview the Involved Officers, except as necessary by Administrative Investigations personnel for the purposes of determining internal policy and procedure violations.
4. In the event witnesses are unable or unwilling to wait for CIRT to arrive on scene, personnel from the Affected Agency may conduct those interviews. The interviews shall be recorded and thoroughly documented, and complete contact information shall be obtained. All recordings and other documentation shall be promptly provided to the Liaison Officer or Team Supervisor.
5. Media Relations and Public Records Request
 - a. The Affected Agency office will maintain exclusive responsibility for the release of information to the media, publishing press releases, handling media inquiries, holding/coordinating press conferences, and releasing information to the public.
 - b. Prior to releasing any information, in order to maintain the integrity of the investigation, all media releases shall be reviewed with the Commander and Team Supervisor, the Lead Investigator, and the Chief Executive Officer of the Affected Agency.
 - c. All Parties agree to comply with Title 39 of the Arizona Revised Statutes, and all related rules, regulations, and governing court opinions.
6. Administrative procedures related to the Involved Officer(s) duty status, replacement weapon/firearm, care, peer support, etc., shall be handled by the Affected Agency based on internal policies and procedures.

P. Yuma County Attorney's Office/Designated Prosecution Agency

1. Shall be notified by the Commander upon activation of the CIRT.
2. Shall be given access to reports, videos, audio, interviews, the Critical Force Incident scene(s), and all other relevant investigative information.
3. Shall be allowed, and requested, to assist and advise the CIRT as to what is needed for a complete investigation from a prosecution and courtroom evident perspective.

4. Shall be consulted prior to the release of any evidence. The Yuma County Attorney's Office, or designated prosecution agency, Commander and the Affected Agency all have the authority to deny the release.

Q. Office of the County Medical Examiner

1. Shall be notified by the Commander of any fatality, as set forth in A.R.S. §11-593.

R. Final Report

1. Upon completion of the investigation, the Commander shall provide a final report detailing the investigation to the Chief Executive Officer of the Affected Agency and the Yuma County Attorney's Office, or designated prosecution agency.
2. The Involved Officer(s) shall not be present for the final report.

IN WITNESS WHEREOF, the Parties thereto have executed this Agreement as the Effective Date written above.

CITY OF YUMA

By: _____
John D. Simonton
Acting City Administrator

COUNTY OF YUMA

By: _____
Ian McGaughey
County Administrator

CITY OF SAN LUIS

By: _____
Jenny Torres
Acting City Manager

CITY OF SOMERTON

By: _____
Lizandro Galaviz
City Manager

TOWN OF WELLTON

By: _____
Richard Marsh
Town Manager

ARIZONA WESTERN COLLEGE

By: _____
Daniel P. Corr
President

ATTEST:

Lynda L. Bushong, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

CITY OF YUMA

By: _____
Richard Files
City Attorney

COUNTY OF YUMA

By: _____
Jon R. Smith
County Attorney

CITY OF SAN LUIS

By: _____
Kay M. Macuil
City Attorney

CITY OF SOMERTON

By: _____
Jorge Lozano
City Attorney

TOWN OF WELLTON

By: _____
Andrew McGuire
Town Attorney – Gust Rosenfeld

ARIZONA WESTERN COLLEGE

By: _____
*ADD NAME