



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 1151

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO RECEIVE FUNDING FOR PAYROLL EXPENSES FOR AN OFFICER AS A FORM OF REIMBURSEMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION STATE GANG TASK FORCE BETWEEN THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.**

WHEREAS, the City of San Luis desires to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the Arizona Department of Public Safety and the San Luis Police Department;

WHEREAS, the Arizona Department of Public Safety has approved for seventy-five percent (75%) of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits and employee-related expenses to include employer's workers compensation and social security at established rates, vacation and sick leave taken;

WHEREAS, the Arizona Department of Public Safety has approved for eight (8) hours of overtime compensation for Gang & Immigration Intelligence Team Enforcement Mission activities only per month with a minimum of forty (40) related work hours per week;

WHEREAS, the Arizona Department of Public Safety agrees to assign a department vehicle to the SLPD Officer which shall be utilized the DPS assigned vehicle for related work only; and

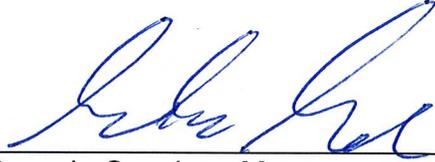
WHEREAS, the Arizona Department of Public Safety has prepared an Intergovernmental Agreement which provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

Section 1: That the Intergovernmental Agreement titled "GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION STATE GANG TASK FORCE" is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona this 27<sup>th</sup> day of July, 2016.



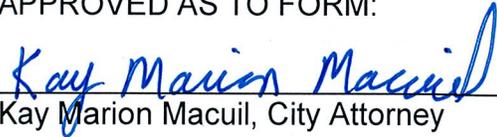
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

**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. DPS and the City of San Luis are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. SLPD is authorized and empowered pursuant to City of San Luis Resolution 1151 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 on-going 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 "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.

### **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

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 SLPD for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

#### **VII. RECORDKEEPING**

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

#### **VIII. FEES**

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

#### **IX. JURISDICTION**

The SLPD agrees to permit their officers to work outside of their regular jurisdictional boundaries.

#### **X. 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.

#### **XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the SLPD officers covered by the IGA shall be deemed to be employees of both agencies. The SLPD, 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 officer's assignment to GIITEM.

#### **XII. 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.

#### **XIII. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30<sup>th</sup>, 2021. Thereafter, the duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed five (5) years from July 1<sup>st</sup>, 2016.

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 SLPD notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the SLPD regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

#### **XIV. 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.

**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.

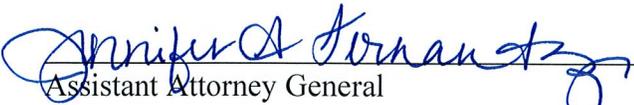
The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

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

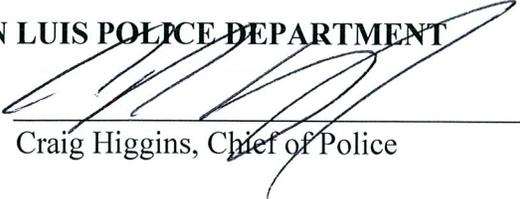
DATE: 5/29/16

APPROVED AS TO FORM:

  
Assistant Attorney General

DATE: 5/14/16

**SAN LUIS POLICE DEPARTMENT**

BY:   
Craig Higgins, Chief of Police

DATE: 5/15/16

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 <sup>1</sup>~~27~~<sup>August</sup> day of ~~July~~, 2016

*Kay Marion Macuil*

Kay Marion Macuil  
San Luis City Attorney



**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
ATTN: SONIA CORNELIO, CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

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**CAPTION HEADING:**

Resolution No. 1151

Approving the Intergovernmental Agreement for Gang & Immigration Intelligence Team  
Enforcement Mission State Gang Task Force

**RECEIVED**

SEP 20 2016

Office of the City Clerk  
City of San Luis, Arizona