

RESOLUTION NO. 2021-1188

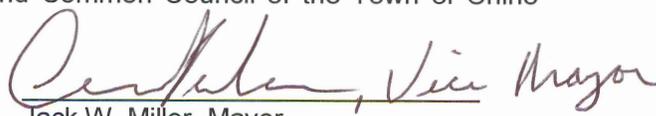
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY REGARDING GANG AND IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The Intergovernmental Agreement regarding Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

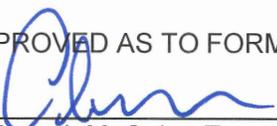
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of September, 2021.


Jack W. Miller, Mayor

ATTEST:


Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:


Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1188 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 14, 2021, and that quorum was present thereat and that the vote thereon was 5 ayes and 0 nays and 0 abstentions. 2 Council members were absent or excused.

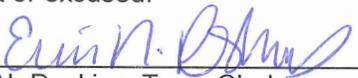

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2021-1188

[Agreement]

See following pages.



ARIZONA DEPARTMENT OF PUBLIC SAFETY
2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY HESTON SILBERT
Governor Director

August 12, 2021

Chief Charles Wynn
Chino Valley Police Department
1950 Voss Drive
Chino Valley, Arizona 86323

RE: IGA #2021-067

Dear Chief Wynn:

Attached for your review and approval are two (2) original Intergovernmental Agreements between the Arizona Department of Public Safety, GIITEM, and the Chino Valley Police Department. 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 Chino Valley Police Department agrees to assign one (1) AZPOST certified sworn 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.

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 Chino Valley Police Department ("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) AZ P.O.S.T. certified sworn law enforcement ("officers") to DPS's Gang & Immigration Intelligence Team Enforcement Mission, ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officer(s) shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers 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 officers' 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). An officer 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 officers 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.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers must meet the ADOA driver training requirements.

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

III. AGENCY'S RESPONSIBILITIES

Prior to the officer(s) 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 officers 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, 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 Agency for officers who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drugscreening 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 officers 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 officers 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 officer'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

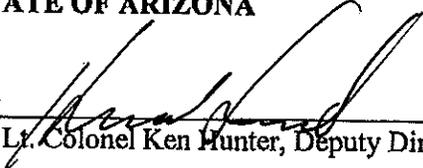
Chief of Police
Chino Valley Police Department
1950 Voss Drive
Chino Valley, AZ 86323

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.

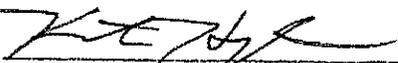
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

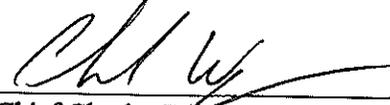
By 
Lt. Colonel Ken Hunter, Deputy Director

Date: 8/10/21

APPROVED AS TO FORM


Assistant Attorney General

OTHER AGENCY

By 
Chief Charles Wynn

Date: 8/17/21

APPROVED AS TO FORM

City/County Attorney