



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 655

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND
YUMA COUNTY NARCOTICS TASK FORCE (YCNTF)

Whereas, the City of San Luis desires to enter into an Intergovernmental Agreement with the Yuma County Narcotics Task Force (YCNTF) for the provision of engaging in cooperative law enforcement operations of a particular nature within Yuma County, Arizona; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

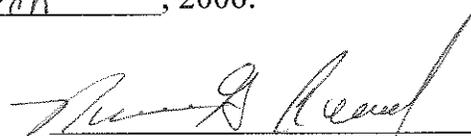
Whereas, the City Council approved said agreement by motion at the regular meeting of February 22, 2006;

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, as attached hereto as Exhibit "A", is hereby ratified and 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 Common Council of the City of San Luis, Arizona, this 8th day of March, 2006.



Nieves G. Riedel, Mayor

ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Parties desire to enter into this Agreement for the purpose of engaging in cooperative law enforcement operations of a particular nature within Yuma County, Arizona, and

WHEREAS, the state, county and city Parties have authority to enter into this Agreement pursuant to A.R.S. §§ 11-951, *et seq.*, 13-3872, 41-1713(B)(3) and 41-1711(A); and

WHEREAS, the Parties have by agreement been operating and directing the Southwest Border Alliance; and

WHEREAS, the Parties desire to formally define certain aspects of the operation and management of the Yuma County Narcotics Task Force (YCNTF) and the disposition of proceeds of forfeitures resulting from the activities of the unit; and

WHEREAS, participation in this Agreement has been approved, where necessary, by resolution of the governing bodies of the respective agencies.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS:

A. Party or Parties: A governmental entity or agency that has signed this Agreement until such time as said Agreement is terminated or the entity or agency withdraws, as provided herein.

B. Chief Law Enforcement Officer: That person who is the head of a law enforcement agency or department and who has the primary responsibility for law enforcement within the jurisdiction of a particular Party.

C. Yuma County Narcotics Task Force (YCNTF): A law enforcement task force comprised of local, state and federal agencies who have executed this Agreement.

D. YCNTF Governing Board: Those individuals, generally a Chief Law Enforcement Officer, authorized by the respective Parties who have signed this Agreement to serve as representatives thereof to establish policies and procedures, allocate, focus and manage resources and provide oversight of YCNTF operations.

E. Task Force Commander: A member of the Yuma County Sheriff Office who shall be responsible to and report to the Governing Board.

II. GOVERNING BOARD ORGANIZATION AND STRUCTURE:

A. Meetings: The Governing Board shall meet not less than one (1) time per month. The meetings shall be held at the Yuma Police Department.

B. Officers: The Yuma County Sheriff shall serve as Chairman. A member of the Governing Board shall be elected as Vice Chairman by a majority of the Governing Board. The Governing Board may agree to add other officers as it deems necessary to carry out the business of YCNTF. In all cases, officers of the Governing Board shall be members of the Governing Board as designated in paragraph II.C herein.

C. Party Representative: Each Party shall designate and identify one (1) individual representative to serve as a member on the Governing Board. Said individual representative, as a member, may designate, in writing and by notorization, one proxy to act in his or her absence for a particular meeting.

D. Quorum Required for Business: Two-thirds of the members of the Governing Board shall constitute a quorum for conducting business.

E. Action by Majority: Notwithstanding paragraph II.G, any action by the Governing Board shall be confirmed and agreed upon by a majority of the votes cast.

F. Electronic Attendance: Members of the Governing Board who are unable to physically attend meetings may appear telephonically.

G. Action Without Meeting: Any action by the Governing Board outside a meeting shall be confirmed and agreed upon by unanimous written consent of all members of the Governing Board. For purposed of this paragraph, a proxy shall not be valid.

III. PURPOSE:

A. The purpose of this Agreement is to obtain maximum efficiency through cooperative law enforcement operations in Yuma County, Arizona. It is contemplated that the YCNTF will be a multi-agency, county-wide task force working jointly with the member agencies to identify, arrest and, by and through the Yuma County Attorney, actively prosecute drug offenders. Those investigations include, but are not necessarily limited to, street-level dealers, mid-level drug trafficking organizations, highway interdiction/controlled deliveries, drug smugglers and manufacturers/ distributors of methamphetamine, marijuana and other illegal drugs. The YCNTF may also target drug-related activities from time to time, such as violent street gangs and weapon offenders, as well as actively collect and disseminate intelligence information. The YCNTF may also establish and facilitate programs and activities oriented towards youth education, gang interdiction, diversion and jail alternatives and other programs designed to deter criminal activity through positive and early intervention. The YCNTF will also assist and cooperate with other county, state and federal agencies in homeland

security issues such as gathering intelligence and acting to apprehend foreign agents, protect infrastructures, etc.

B. Nothing in this Agreement will prohibit non-party law enforcement or prosecutorial agencies from participating in YCNTF operations.

IV. OPERATION POLICIES AND PROCEDURES:

The operations policies and procedures of the YCNTF shall be administered by and through the YCNTF Governing Board. The Task Force Commander, assigned from the Yuma County Sheriff's Office, shall carry out the approved policies and missions of the YCNTF.

V. JURISDICTION:

A. The respective Chief Law Enforcement Officer severally consents that the authority of peace officers and employees assigned to the YCNTF by the Chief Law Enforcement Officers of each and every other Party within the jurisdiction or territory of such other Party is extended into the territory of such other Party in accordance with the provisions of A.R.S. §§ 13-3872 and 13-3874, or other applicable law, for the purpose of YCNTF operations.

VI. LIABILITY AND INDEMNIFICATION:

A. Each Party to this Agreement shall be solely responsible for all acts and activities of its employees or agents that may be assigned to the YCNTF or participate in YCNTF activities. No Party to this Agreement agrees to indemnify and hold harmless another Party from liability hereunder. However, if the common law or statute provides for either a right to indemnity and/or a right to contribution to any party to this Agreement, then the right to pursue one of both of these remedies shall be preserved.

Each Party shall also retain sole responsibility for any Workers' Compensation, disability or other employee-related claims on behalf of its employees assigned to the YCNTF.

VII. STATUS OF OFFICERS; IMMUNITIES:

A. All law enforcement officers furnished by the Parties pursuant to this Agreement shall be employed full time and be Arizona POST certified and a commissioned peace officer who has satisfied the law enforcement qualification and training requirements of his/her respective employer. The YCNTF Governing Board may request a Chief Law Enforcement Officer to voluntarily remove an officer from YCNTF. If the Chief Law Enforcement Officer declines to voluntarily transfer an officer back to his/her agency, the YCNTF Governing Board may, by a majority vote, remove the officer from the task force for cause.

B. The officers and employees of each Party assigned to the YCNTF shall remain under the ultimate control of that respective Party, but shall take supervision and direction as necessary from the Task Force Commander while working with the YCNTF. Officers and employees of each Party assigned to the YCNTF are not employees of any other Party or of the YCNTF. Each Party shall remain liable for its employees' salaries, Workers' Compensation protection, and civil liabilities and each officer or employee shall be deemed to be performing regular duties for the respective Party while performing services under this Agreement.

C. Any immunities from liability and exemptions from laws, ordinances and regulations which officers employed by each Party have in their own jurisdictions shall, to the extent allowed by law, also be effective when performing duties outside their usual jurisdictions under this Agreement.

VIII. EQUIPMENT AND VEHICLES:

A. Each Party shall be responsible for providing and maintaining its own equipment, materials and supplies except to the extent that such is provided by the YCNTF. Officers assigned to the YCNTF and furnished equipment or vehicles purchased with anti-racketeering or grant funds for use in operations shall return same to the YCNTF upon transfer from the YCNTF or upon withdrawal from YCNTF of their respective Parties.

B. From time to time, it may become necessary and/or expedient for one agency to loan or allow short-term use of equipment or a vehicle to another Party. Such loan or short-term use shall be accomplished by written agreement signed by the Chief Law Enforcement Officer for each Party. Upon request of the loaning Party, the property shall be returned as soon as possible.

IX. REPORTS:

A. After an occurrence in which cooperative law enforcement efforts are employed, all reports resulting from the operation or investigation shall be made available to all participating Parties in the discretion of the Party originating the report.

B. The Yuma County Attorney shall be responsible for providing the reports to the State of Arizona and other agencies required by A.R.S. § 24-2314.03, and shall make such reports available to the Parties upon request.

C. All books, accounts, reports, files and other records relating to this Agreement by any Party shall be retained and subject, at all reasonable times, to inspection and/or audit by any of the parties for a period of not less than five (5) years.

X. FINANCING:

Each Party shall be primarily responsible for financing the cost of their participation under this Agreement. If and when available, grant monies shall be used to offset some or all of these costs. If and when available, so will monies deposited into the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. § 13-2314.03, to the extent authorized by the YCNTF Governing Board or by the County Attorney as provided herein.

XI. FORFEITURES; ADMINISTRATION AND ACCOUNTING OF ANTI-RACKETEERING FUNDS:

A. The Yuma County Attorney shall serve as attorney for the limited purpose of prosecuting forfeiture actions under A.R.S. § 13-4301, *et seq.* which shall be reported at each YCNTF Governing Board meeting.

B. The Yuma County Attorney shall be entitled to an equitable share as determined by the YCNTF Governing Board of any monies forfeited as well as any proceeds from the disposition of any equipment, real or personal property or vehicle forfeited as and when such monies or proceeds become available.

C. Guns shall be forfeited to the Party that made the seizure of the same. Any dispute shall be settled by the YCNTF.

D. Equipment, real or personal property or vehicles forfeited or donated by any Party shall be used in YCNTF operations or disposed of in the discretion of the YCNTF Governing Board. Title to vehicles or land shall be held in the name of Yuma County unless otherwise directed by the YCNTF Governing Board. Upon disposal of said equipment, real or personal property or vehicles, any proceeds shall be deposited into

the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. § 13-2314.03. Should the YCNTF Governing Board direct that title to any vehicle be held in the name of any party other than the County, or that title be held in the name of the County without any right of reservation to the proceeds of disposal, said vehicle shall be subject to the use and/or disposal by said party in its sole discretion and any proceeds from disposal thereof applied as it may determine.

E. Any monies forfeited as a result of YCNTF activity shall be placed in the Yuma County Anti-Racketeering Revolving Fund established pursuant to A.R.S. § 13-2314.03.

F. The Yuma County Anti-Racketeering Revolving Fund shall be administered by the Yuma County Attorney as provided by law and segregated for bookkeeping purposes. Yuma County agrees that such funds may not be appropriated for any use other than those determined by the YCNTF Governing Board and shall not be used to supplant any programs of County offices or agencies. Yuma County shall employ appropriate auditing and accounting procedures for those funds.

G. It is understood and agreed by all Parties that, except as otherwise provided herein, the remaining proceeds of all forfeitures and any proceeds from the disposition of any equipment, personal property or vehicle forfeited or donated shall be managed by YCNTF for the use and benefit of all participating Parties or as otherwise may be provided by law.

XII. DISPOSITION OF ANTI-RACKETEERING FUNDS:

A. Disposition of anti-racketeering funds may be made for those purposes enumerated in A.R.S. §§ 13-2314.03 and 13-4315, as may be amended from time to

time, or as otherwise provided by applicable law. Should a dispute arise as to the legality of proposed expenditures, the Yuma County Attorney shall advise the Governing Board whether a particular use is permitted. Individual board members are free to consult with their own counsel concerning legal issues. Request for expenditures of general anti-racketeering funds shall be made to the Governing Board in written form at a regularly scheduled meeting unless they are of an emergency nature. In the event of an emergency, a majority of the Governing Board may be polled to obtain authorization for an expenditure subject to ratification at the following regularly scheduled meeting. The Yuma County Attorney may, without prior approval of the Governing Board, authorize payments of up to \$10,000.00 for informant information, protection services or expenses, to buy funds or provide other monies as may be necessary in his discretion for YCNTF operations or operating and training expenses.

XIII. DURATION:

A. This Agreement shall be effective January 1, 2006 and remain in effect until terminated by a majority vote of the YCNTF Governing Board. Any Party has a right to withdraw from this Agreement by written notification, signed by the Chief Law Enforcement Officer and submitted to the Chairman of the Governing Board and a copy of the same to the Yuma County Attorney together with, when necessary, a resolution from the governing entity of the Party. Withdrawal by a Party shall not terminate this Agreement as to the remaining Parties. Upon termination of this Agreement, all monies remaining in the anti-racketeering account and property of any kind shall be divided equitably among the Parties. Any disputes regarding the allocation of funds, property or equipment shall be resolved by a majority vote of the YCNTF Governing Board.

B. The terms of this Agreement shall be reviewed at least once every two (2) years by the Governing Board.

C. Any amendment to this Agreement shall be in writing and executed by all Parties in accordance with the laws and regulations governing each Party or as required by the Governing Board, or both.

D. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the terms of which are hereby specifically incorporated by reference.

XIV. MISCELLANEOUS:

A. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. § 12-1518.

B. The parties agree to comply with non-discrimination requirements of Governor's Executive Order 75-5.

C. Any notice which is required to be given pursuant to the terms of this Agreement will be provided in writing to the Chairman of the Governing Board who shall forward copies of said notice to all Parties and the County Attorney.

D. This Agreement shall be recorded at the Office of the Yuma County Recorder. This Agreement may be executed in multiple counterparts.

E. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties on the dates indicated below.

YUMA COUNTY SHERIFF'S OFFICE

SHERIFF RALPH E. OGDEN

SOMERTON POLICE DEPARTMENT

CHIEF TERRY HOLLIS

DEPARTMENT OF PUBLIC SAFETY

ROGER VANDERPOOL, DIRECTOR

DRUG ENFORCEMENT ADMINISTRATION

SAC TIMOTHY J. LANDRUM

YUMA POLICE DEPARTMENT

CHIEF WILLIAM "ROBBY" ROBINSON

SAN LUIS POLICE DEPARTMENT

CHIEF HERIBERTO BEJARANO

**DHS/CBA/U.S. BORDER PATROL
(YUMA SECTOR)**

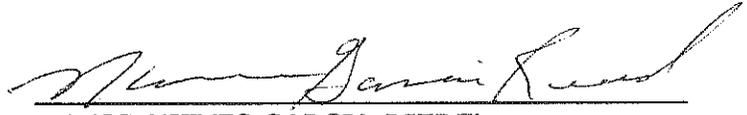
CHIEF PATROL AGENT RONALD COLBURN

YUMA COUNTY ATTORNEY'S OFFICE

JON R. SMITH, YUMA COUNTY ATTORNEY

PARTY TO AGREEMENT – CITY OF SAN LUIS

CITY OF SAN LUIS



MAYOR NIEVES GARCIA-RIEDEL

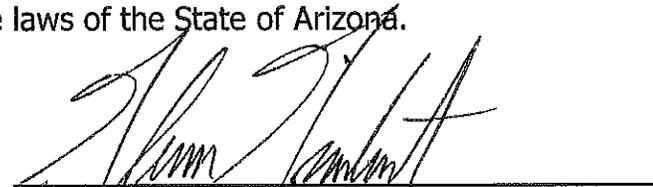
ATTEST:



SONIA SANCHEZ, CLERK
CITY OF SAN LUIS

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the City of San Luis have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



GLENN GIMBUT
SAN LUIS CITY ATTORNEY

PARTY TO AGREEMENT – YUMA COUNTY

YUMA COUNTY BOARD OF SUPERVISORS

CASEY PROCHASKA, CHAIRMAN

ATTEST:

SUE STALLWORTH, CLERK
YUMA COUNTY BOARD OF SUPERVISORS

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for Yuma County have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

JON R. SMITH
YUMA COUNTY ATTORNEY

PARTY TO AGREEMENT – CITY OF YUMA

CITY OF YUMA

MAYOR LAWRENCE K. NELSON

ATTEST:

BRIGITTA KUIPER, CLERK
CITY OF YUMA

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the City of Yuma have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

STEVEN W. MOORE
YUMA CITY ATTORNEY

PARTY TO AGREEMENT – CITY OF SOMERTON

CITY OF SOMERTON

MAYOR MIGUEL VILLALPONDO

ATTEST:

CLIFF O'NEILL, CLERK
CITY OF SOMERTON

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the City of Somerton have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

GERALD W. HUNT
SOMERTON CITY ATTORNEY

PARTY TO AGREEMENT – STATE OF ARIZONA

ATTEST:

ROGER VANDERPOOL, DIRECTOR
DEPARTMENT OF PUBLIC SAFETY

JANET NAPOLITANO, GOVERNOR

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D), the attorneys for the State of Arizona and the Department of Public Safety have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**TERRY GODDARD
ARIZONA ATTORNEY GENERAL**

BY _____
ASSISTANT ATTORNEY GENERAL

PARTY TO AGREEMENT
DRUG ENFORCEMENT ADMINISTRATION

ATTEST:

TIMOTHY J. LANDRUM
SPECIAL AGENT IN CHARGE

REVIEWED AND APPROVED AS TO FORM:

Attorneys for the Drug Enforcement Administration have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the United State and the State of Arizona.

UNITED STATES ATTORNEY

BY _____
ASSISTANT UNITED STATES ATTORNEY

PARTY TO AGREEMENT

DHS/CBA/U.S. BORDER PATROL (YUMA SECTOR)

ATTEST:

CHIEF PATROL AGENT RONALD COLBURN

REVIEWED AND APPROVED AS TO FORM:

Attorneys for the DHS/CBA/U.S. Border Patrol have reviewed the foregoing Agreement and determined it is in proper form and is within the powers and authority granted under the laws of the United State and the State of Arizona.

UNITED STATES ATTORNEY

BY _____
ASSISTANT UNITED STATES ATTORNEY