



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 723

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF SAN LUIS AND THE
ARIZONA DEPARTMENT OF PUBLIC SAFETY.**

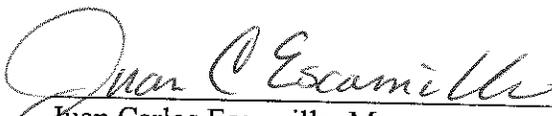
WHEREAS, the City of San Luis desires to enter into an Intergovernmental Agreement with the Arizona Department of Public Safety to assign a San Luis Police Officer to the Arizona State Task Force (G.I.I.T.E.M.).

WHEREAS, the parties to the Intergovernmental Agreement desire to enter into said agreement.

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 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 11th day of April, 2007.



Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT
REGARDING
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, hereinafter referred to as "Agency".

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. The Agency is authorized and empowered pursuant to _____.

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 Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for eighty-five (85%) percent of payroll expenses of the officer 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 workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM". DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week. Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but is not used by the officer, will not be reimbursed. The Agency will pay fifteen (15%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard forty (40) hour work week of four ten (10) hour days, with a standard

work schedule of 2:00 p.m. through midnight, Wednesday through Saturday, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it related to an on-going investigation or special assignment requests dictated by the needs of a requesting city, county, or entity. Prior to the officer reporting to GIITEM, the Agency 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 Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days from the effective date of such modification. All approved travel expenses will be reimbursed directly to the officer 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 only for the period of the IGA. DPS shall assign and maintain DPS vehicles which shall be provided by DPS in accordance with DPS vehicle policy to the Agency officer assigned to DPS.

III. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 99-4.

IV. 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.

V. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer 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 contractor for any assigned officer who undergoes testing. Officer may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VI. 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.

Any notice required to be given under the IGA will be provided by mail to:

Commander Dan Wells
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

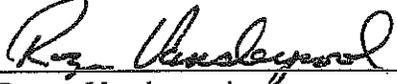
Director Ramon G. Lara
San Luis Police Department
P. O. Box 3720
San Luis, Arizona 85349

XIV. 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.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY: 
Roger Vanderpool
Director

DATE: 1-16-07

APPROVED AS TO FORM:

See attached memo
Assistant Attorney General

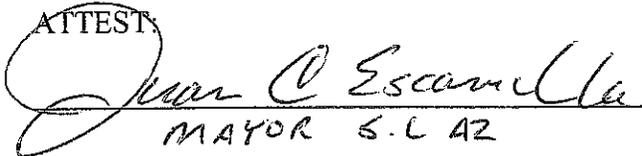
DATE: _____

SAN LUIS POLICE DEPARTMENT

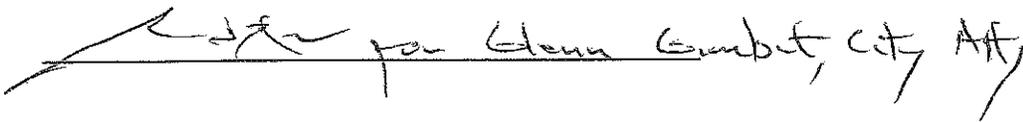
BY: 
Ramon G. Lara
Director

DATE: 4-11-07

ATTEST


MAYOR S.L. AZ

APPROVED AS TO FORM:


for Glenna Gumbert, City Atty



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Lisa Maxie-Mullins
Assistant Attorney General

Direct: (602) 542-8529
Fax: (602) 542-3646

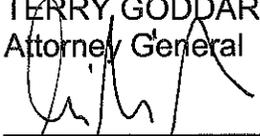
**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR7-0069-TRN (DPS 2007-009), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED Jan 17, 2007.

TERRY GODDARD
Attorney General



LISA MAXIE-MULLINS
Assistant Attorney General