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MEMORANDUM **Police Department – Memo 2012-056**

DATE: MAY 22, 2012

TO: MAYOR AND COUNCIL

THRU: RICHARD DLUGAS, CITY MANAGER ^{APAS}
 SHERRY KIYLER, POLICE CHIEF *OK FOR CHIEF Kiyler*

FROM: DAVID LIND, ASSISTANT POLICE CHIEF *DL*

SUBJECT: RESOLUTION NUMBER 4613, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER POLICE DEPARTMENT AND THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR CO-LOCATION SERVICES

RECOMMENDATION: Approval of Resolution No. 4613 authorizing the City of Chandler to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Economic Security (ADES) to co-locate Child Protective Services within the Chandler Police Department, and authorizing the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with said program.

BACKGROUND: The City of Chandler, through its Police Department, wishes to enter into an IGA with ADES to co-locate ADES/Division of Children, Youth and Families/Child Protective Services in the Chandler Police Department to provide integrated services to children and families. ADES will provide one to two employees assigned to the Chandler area to work out of the Chandler Police Department (CPD). CPD provides office space, telephone, internet connection, and access to a copier/fax. This service has been in effect since 2007 and has proven beneficial to both parties. ADES CPS employees are located in the community they serve and have local access to their files/reports. CPD officers have access to CPS employees to ask questions/advice, work on cases together, and quicker access to CPS reports.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move to approve Resolution No. 4613 authorizing and approving the Intergovernmental Agreement between the City of Chandler Police Department and the Arizona Department of Economic Security for co-location services, and authorizing the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with said program.

- 2 Attachments:
1. Resolution No. 4613
 2. Copy of IGA

RESOLUTION NO. 4613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER POLICE DEPARTMENT AND THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR CO-LOCATION SERVICES.

WHEREAS, the Arizona Department of Economic Security wishes to enter into an IGA with the City to locate Child Protective Services employees at the Chandler Police Department; and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide the location services requested;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to provide the location services requested by the Arizona Department of Economic Security.

Section II. THAT Sherry Kiyler, Police Chief, is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said program.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2012.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4613 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of _____ 2012.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Chandler Police Department ("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954; and

WHEREAS the Contractor is duly authorized to execute and administer contracts under Article 1, Section 1.03 of the Chandler City Charter, and A.R. S §11-951 et. Seq.; and

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE CHANDLER POLICE DEPARTMENT

Procurement Officer Signature

Signature

Cathie Rodman
Printed Name

Sherry Kiyler
Printed Name

Procurement Manager
Title

Chief of Police
Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel

Date:

Date: 5-10-12

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Chandler Police Department.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of July 1, 2012 and shall end on June 30, 2017, unless otherwise agreed upon by both parties in writing.

3.2. EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. TERMINATION

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of telephone number;
 - 2. Change in authorized signatory; and/or
 - 3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 NONE

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to co-locate the Department of Economic Security/Division of Children, Youth and Families/Child Protective Services (DES/DCYF/CPS) and the Chandler Police Department in order to provide integrated services to children and families.

7.0 MANNER OF FINANCING

- 7.1 This agreement is non-monetary (and is neither fiscal nor a funds obligation document) but provides mutual expedited multi-level services in order to facilitate and assist the Department in the mission of promoting the safety, well-being and self-sufficiency of children, adults, and families.

8.0 SERVICE DESCRIPTION

- 8.1 None

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:
 - 9.2 The Contractor shall:
 - 9.2.1 Provide all necessary furniture to meet the need of assigned employees.
 - 9.2.2 Provide computer line access for internet connection for the assigned employees.
 - 9.2.3 Provide all necessary telecommunications for the assigned employees, if applicable.
 - 9.2.4 Provide a fax line.
 - 9.2.5 Provide access to a copier.
 - 9.3 The ADES will:

- 9.3.1 Provide personnel computers, printers and a fax machine for each of the assigned employees.
- 9.3.2 Provide all equipment and supplies to meet CPS needs.

10.0 REPORTING REQUIREMENTS

- 10.1 None

11.0 PAYMENT REQUIREMENTS

- 11.1 Chandler Police Department agrees to provide the space, office furniture, IT connections and phones without cost to DES.

12.0 NOTICES

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Chandler Police Department
ATTN: Sherry Kiyler,
Chief of Police
250 E. Chicago Street
Chandler, AZ 85225

- 12.2 All notices to the ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security
Financial and Business Operations Administrator
1789 W. Jefferson, Site Code 750A
Phoenix, AZ 85007

13.0 DISPOSITION OF PROPERTY

- 13.1 None

14.0 OTHER MATTERS

- 14.1 NONE

15.0 APPLICABLE LAW

- 15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

- 16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

17.0 AUDIT

- 17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

- 18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

- 18.1.1 Reduce payments or units authorized;

- 18.1.2 Accept a decrease in price offered by the contractor;

- 18.1.3 Cancel the Agreement; or

- 18.1.4 Cancel the Agreement and re-solicit the requirements.

- 18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 CONFLICT OF INTEREST

20.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

21.0 DATA SHARING AGREEMENT

21.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

22.0 E-VERIFY

22.1 In accordance with ARS §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

23.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

23.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

24.0 INDEMNIFICATION

24.1 Indemnification for Contractor:

24.1.1 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, officials, agents, employees, or volunteers.

24.2 Indemnification for Subcontractor

24.2.1 In addition, (insert name of other governmental entity) shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of (insert name of other governmental entity)'s contractor or any of the directors, officers, agents, or employees or subcontractors of

such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

25.1.1 None.

25.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

◦ Workers' Compensation	Statutory
◦ Employers' Liability	
◦ Each Accident	\$ 500,000
◦ Disease – Each Employee	\$ 500,000
◦ Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

27.0 NON-AVAILABILITY OF FUNDS

- 27.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

28.0 NON-DISCRIMINATION

- 28.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

30.0 RIGHT OF OFFSET

- 30.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

31.0 SCRUTINIZED BUSINESS

- 31.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

32.0 THIRD- PARTY ANTITRUST VIOLATIONS

- 32.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

33.0 ATTACHMENTS

- 33.1 None

34.0 EXHIBITS

- 34.1 None