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#9
AUG 09 2007

MEMORANDUM

Police Department - Staff Memo No. 2007-092

DATE: JULY 30, 2007

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
SHERRY KIYLER, POLICE CHIEF
DAVID NEUMAN, COMMANDER

FROM: RANDALL GREELEY, POLICE PLANNING & RESEARCH MANAGER

SUBJECT: RESOLUTION 4106, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING PARTICIPATION IN THE EAST VALLEY GANG & CRIMINAL INFORMATION FUSION CENTER

SUMMARY: The City of Chandler, through its Police Department, wishes to enter into an IGA with the police departments of the Cities of Mesa, Gilbert, Tempe, the Salt River Pima Maricopa Indian Community, and Scottsdale, hereinafter referred to collectively as "the Parties," and the U.S. Bureau of Alcohol, Tobacco and Firearms as a resource provider to enhance Maricopa County East Valley law enforcement services regarding criminal street gangs and criminal related incidents through the cooperative efforts of the Parties.

DISCUSSION: The purpose of the IGA is to enhance East Valley law enforcement services concerning the collection, evaluation, analysis, dissemination of intelligence and intelligence products regarding criminal street gangs and criminal related incidents through the cooperative efforts of the parties involved. Each Party involved will assign one full-time employee (sworn or non-sworn) to the Fusion Center. The goal is to share information among participants to aggressively combat gang activity in the East Valley.

FINANCIAL IMPLICATIONS: The Police Department will pay the salary and benefits of the employee assigned to the Fusion Center.

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution.

PROPOSED MOTION: Move to approve City of Chandler Resolution 4106, authorizing and approving an Intergovernmental Agreement (IGA) regarding participation in the East Valley Gang & Criminal Information Fusion Center.

Attachments: Resolution No. 4106
Copy of IGA

RESOLUTION NO. 4106

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING PARTICIPATION IN THE EAST VALLEY GANG & CRIMINAL INFORMATION FUSION CENTER.

WHEREAS, the police departments of the Cities of Mesa, Chandler, Gilbert, Tempe, the Salt River Pima Maricopa Indian Community, and Scottsdale, hereinafter referred to collectively as "the Parties," and the U.S. Bureau of Alcohol, Tobacco and Firearms as a resource provider wish to enter into an IGA to enhance Maricopa County East Valley law enforcement services concerning the collection, evaluation, analysis, dissemination of intelligence and intelligence products regarding criminal street gangs and criminal related incidents through the cooperative efforts of the Parties, and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide one law enforcement officer or non-sworn employee to the East Valley Gang and Criminal Information Fusion Center on a full-time basis;

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 one law enforcement officer or non-sworn employee to the East Valley Gang and Criminal Information Fusion Center on a full-time basis.

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 _____, 2007.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4106 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2007.

CITY CLERK

APPROVED AS TO FORM:

MM, ACA
CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
REGARDING PARTICIPATION IN
THE EAST VALLEY GANG & CRIMINAL INFORMATION
FUSION CENTER**

This Intergovernmental Agreement (IGA) is entered into between the City of Mesa and the Mesa Police Department (MPD), the City of Chandler and the Chandler Police Department (CPD), the City of Gilbert and the Gilbert Police Department (GPD), the City of Tempe and the Tempe Police Department (TPD), the Salt River Pima Maricopa Indian Community Police Department (SRPMICPD) and the City of Scottsdale and the Scottsdale Police Department (SPD), hereinafter referred to collectively as "the Parties," and the U.S. Bureau of Alcohol, Tobacco and Firearms (ATF) as a resource provider.

I. Purpose

The purpose of this IGA is to enhance Maricopa County East Valley law enforcement services concerning the collection, evaluation, analysis, dissemination of intelligence and intelligence products regarding criminal street gangs and criminal related incidents through the cooperative efforts of the Parties to this agreement. This purpose is to be accomplished by the creation of the East Valley Gang & Criminal Information Fusion Center.

II. Authority

All Parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §§11-951, 952, A.R.S. §13-3872 and the respective provisions of their city charters or tribal charter.

III. Participation

The Parties agree to assign a law enforcement officer or non-sworn employee to the East Valley Gang and Criminal Information Fusion Center (Fusion Center) on a full-time basis for such assignments within the purposes of this contract. The officer(s) or non-sworn personnel shall remain on assignment to the Fusion Center for a minimum period of one (1) year unless otherwise agreed to by the Parties.

During the period of assignment to the Fusion Center, the assigned officer(s) and additional non-sworn personnel shall maintain all benefits, rights, and privileges available to said officer(s) or non-sworn personnel as if they were assigned on a full-time basis to their parent agency. The assigned officer(s) or non-sworn personnel must abide by all of the applicable rules and regulations of the Fusion Center and their parent agency and are subject to the respective disciplinary process. The assigned officer(s) or non-sworn personnel will also abide by all Fusion Center policies and applicable rules and regulations regarding the center. All Parties agree that all assigned personnel shall comply with Title 28 of the Code of Federal Regulations, Part 23.

ATF will participate by providing resources as ATF deems necessary and appropriate.

IV. Reimbursement

The Parties will be responsible for all payroll expenses of their respective officer(s) and non-sworn personnel related to this assignment. The expenses include employee salary, shift differential pay, overtime compensation, benefits (which accrue during the term of this IGA), employee-related expenses to include employer's workman's compensation, social security at established rates, vacation and sick leave taken while working at the Fusion Center. All approved travel expenses and per diem will be the responsibility of the parent agency. All out of state travel must be pre-approved by the parent agency. If the Fusion Center receives grant funds, some or all of these expenses may be reimbursed to the Parties.

V. Duties of MPD

MPD agrees to provide officer(s) and non-sworn personnel with workspace and connectivity to the Fusion Center network and databases at no cost to the Parties. MPD will also provide technical assistance to officer(s) and non-sworn personnel in establishing connectivity to the Parties respective systems. MPD will provide workstation and office furniture for the use of officer(s) and non-sworn personnel. MPD will provide stand-alone computers to facilitate state, and local access. MPD will maintain responsibility for maintenance of the facility and is responsible for the lease on the facility, which includes utility costs.

VI. Duties of the Parties

The Parties' sworn officer(s) and non-sworn personnel will occupy space within the Fusion Center facility. The Parties will provide their officer(s) and non-sworn personnel with network connectivity from the Fusion Center to their respective parent agency. The Parties will be responsible for maintenance of those personal computers and the network connectivity. The Parties will be responsible for providing their respective officer(s) with a duty vehicle, if necessary, during the period of this Agreement. The Parties agree to permit the other Parties' officer(s) to work in their jurisdictional boundaries pursuant to their AZPOST certification and A.R.S. §§13-3871, 3872, 3874 and 3875.

VII. Management of the East Valley Gang Information & Criminal Information Fusion Center

The management of the day-to-day operation of the Fusion Center shall be the responsibility of MPD. The promulgation of policy and oversight of the operation of the Fusion Center shall be the responsibility of the Fusion Center Board (Board). The members of the Board shall be the Chiefs of the Parties or their designate. The Board shall have a Chairman and a Secretary. The Board shall enact by-laws that shall govern the operation of the Board. Promulgation of policy and resolution of oversight issues shall be done in accordance with the Board's by-laws. MPD, with the approval of the Board, may apply for federal or state grant monies for the operation of the Fusion Center.

VIII. Nondiscrimination

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

IX. Liability

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, its officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. The employees of the Parties shall remain employees of the Parties and shall not be considered MPD employees. The employees of MPD shall remain employees of MPD and shall not be considered employees of any of the other Parties. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

X. Fees

In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

XI. Jurisdiction

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys fees, expert witness fees and other costs of litigation.

XII. Worker's Compensation

Pursuant to A.R.S. §23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both agencies. The parent agency shall be solely liable for payment of worker's compensation benefits.

XIII. Duration of this Agreement

This IGA shall become effective upon the execution by the Parties hereto and filing with the Maricopa County Recorder and shall remain in effect until July 1, 2027, or until this Agreement is cancelled by the Board, whichever occurs first. The Parties shall each receive an original of the signed documents. Any Party may withdraw from this Agreement by giving 30 days written notice to the Board. All property provided by MPD to a withdrawing Party's officer(s) or non-sworn personnel shall be returned to MPD upon termination. The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.

XIV. Other Provisions

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument. This Agreement shall be recorded with the Maricopa County Recorder pursuant to A.R.S. § 11-952(g) upon its execution.

XV. Notification

Any notice required to be given under this IGA will be provided to:

Chairman
East Valley Gang & Criminal Information Fusion Center Board with a copy to all Parties to this Agreement.

Signatures

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this _____ day of _____, 2007.

By: _____
CHIEF GEORGE GASCON, CHAIRMAN
EAST VALLEY GANG & CRIMINAL INFORMATION FUSION CENTER BOARD

Legal Approval:

Board Counsel
*Approved as to Form

By: _____
MAYOR, CITY OF MESA

Attest: _____
CITY CLERK, CITY OF MESA

By: _____
GEORGE GASCON, CHIEF OF POLICE
MESA POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF CHANDLER

Attest: _____
CITY CLERK, CITY OF CHANDLER

By: _____
SHERRY KIYLER, CHIEF OF POLICE
CHANDLER POLICE DEPARTMENT

Legal Approval:

MM, ACA

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF GILBERT

Attest: _____
CITY CLERK, CITY OF GILBERT

By: _____
TIM DORN, CHIEF OF POLICE
GILBERT POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF TEMPE

Attest: _____
CITY CLERK, CITY OF TEMPE

By: _____
TOM RYFF, CHIEF OF POLICE
TEMPE POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
PRESIDENT, DIANE ENOS
SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY POLICE DEPARTMENT

By: _____
STANLEY KEPHART, CHIEF OF POLICE
SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY POLICE DEPARTMENT

Legal Approval:

Tribal Legal Counsel
*Approved as to Form

By: _____
MAYOR, CITY OF SCOTTSDALE

Attest: _____
CITY CLERK, CITY OF SCOTTSDALE

By: _____
ALAN RODBELL, CHIEF OF POLICE
SCOTTSDALE POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
WILLIAM NEWELL
SPECIAL AGENT-IN-CHARGE, PHOENIX OFFICE
U.S. BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

Legal Approval:

Legal Counsel
*Approved as to Form

By: _____
MAYOR, CITY OF GILBERT

Attest: _____
CITY CLERK, CITY OF GILBERT

By: _____
TIM DORN, CHIEF OF POLICE
GILBERT POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF TEMPE

Attest: _____
CITY CLERK, CITY OF TEMPE

By: _____
TOM RYFF, CHIEF OF POLICE
TEMPE POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
VICE PRESIDENT, MARTIN HARVIER
SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY POLICE DEPARTMENT

By: _____
STANLEY KEPHART, CHIEF OF POLICE
SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY POLICE DEPARTMENT

Legal Approval:

Tribal Legal Counsel
*Approved as to Form