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JAN 31 2008

MEMORANDUM

Police Department - Staff Memo No. 2008-003

DATE: JANUARY 17, 2008

TO: MAYOR AND COUNCIL

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

FROM: RANDALL GREELEY, POLICE PLANNING & RESEARCH MANAGER

SUBJECT: RESOLUTION 4152, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS AMONG PUBLIC AGENCIES WITHIN THE STATE OF ARIZONA

SUMMARY: Public Agencies within the State of Arizona wish to enter into an IGA to participate in the cooperative law enforcement training operations program.

DISCUSSION: The purpose of the IGA is to set guidelines between public agencies when multiple agencies, through their Police Departments or Law Enforcement Agencies, participate in joint training or attend training hosted by an agency. This training includes but is not limited to recruit and in-service academy training and specialty schools for both sworn and civilian personnel. This IGA implements the statute and recent case law statewide related to the allocation of Workman's Compensation benefits and joint training. Each Public Agency will approve the IGA. The IGA becomes valid on January 1, 2008 or on the date each agency files with the Secretary of State and will terminate on January 1, 2015. The Police Department's participation in this IGA is beneficial to the City of Chandler and is warranted.

FINANCIAL IMPLICATIONS: None.

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

PROPOSED MOTION: Move to approve City of Chandler Resolution 4152, authorizing and approving an Intergovernmental Agreement (IGA) regarding Cooperative Law Enforcement Training Operations Among Public Agencies within the State of Arizona.

Attachments: Resolution No. 4152
Copy of IGA

RESOLUTION NO. 4152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS AMONG PUBLIC AGENCIES WITHIN THE STATE OF ARIZONA

WHEREAS, various Public Agencies within the State of Arizona are authorized to enter into an IGA with the City of Chandler; and

WHEREAS, the City of Chandler, through its Police Department, wishes to participate in the cooperative law enforcement training operations program;

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 participate in the cooperative law enforcement training operations program.

Section II. THAT the Chandler 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 _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4152 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2008.

APPROVED AS TO FORM:

CITY CLERK

MM, ACA

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
REGARDING COOPERATIVE LAW ENFORCEMENT TRAINING
OPERATIONS AMONG PUBLIC AGENCIES WITHIN THE
STATE OF ARIZONA**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2008. Any public agency, as that term is defined in Arizona Revised Statutes § 11-951, that complies with the provisions of A.R.S. §11-952, and files a document with the Secretary of State that references this agreement and meets the requirements of the statute, shall be a Party to this agreement as of the date of that agency's filing with the Secretary of State.

I. Purpose of Agreement

The Parties desire to enter into this agreement for the purpose of conducting joint training or attending training hosted by either of the Parties' Police Departments or Law Enforcement Agencies. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

II. Authority

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951, 952, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitutions or other governing authority.

III. Definitions

- a. Host Agency: The Party sponsoring or conducting the training.
- b. Non-Host Agency: The Party that has sent employees to training at a Host Agency.
- c. Partnering Non-Host Agency: A public body that is not a signature party to this Intergovernmental Agreement, but who has entered a substantially similar agreement with the Host Agency.
- d. Training Attendee: An employee of the Host Agency, Non-Host Agency or Partnering Non-Host Agency who is or has attended training at the Host Agency.

IV. Duration and Termination

This Agreement shall begin on the 1st day of January, 2008, or shall become effective as to each Party on the date the Party files with the Secretary of State as required by A.R.S. § 11-952(G), whichever occurs later. The agreement shall terminate on the 1st day of January, 2015.

This Agreement may be terminated by either Party, with or without cause, upon thirty - (30) days written notice to the other Parties. Notwithstanding the foregoing, if the Host

Agency terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of any training attendee currently attending a training program.

V. Fees for Training

The Parties shall agree upon a reasonable fee that the Non-Host Agency shall pay to the Host Agency for training that falls within this agreement. In establishing the fee, the Parties may consider the nature and duration of the training; the additional expenses associated with participation by the Non-Host Agency; non-monetary contributions by the Non-Host Agency in facilities, personnel or equipment, the participation and monetary and non-monetary contributions of Participating Non-Host Agencies, and; the experience, value and goodwill inherent in the Parties training together. The Chief of Police of the Host Agency has the discretion to waive fees, in whole or in part, for the Non-Host agency when it is in the best interest of the Host agency.

VI. Availability of Training

Nothing in this agreement requires the Parties to host training or to provide training slots in any particular training class to a Non-Host Agency.

VII. Training Records

The Host Agency will provide original training records for training attendees upon the completion of any training, completion of the Academy or termination of the training attendee's participation in the Academy or other training. The Host Agency will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, law enforcement standards or best practices dictate the preservation of such information.

VIII. Equipment and Assistance With Training

The Host Agency shall provide information to the Non-Host Agency that specifies the equipment and materials that the Non-Host Agency must provide to its training attendees in order for the training attendee to participate in the training program. The Non-Host Agency agrees to provide such equipment to its training attendee(s) as a condition of participation in the training program.

Upon reasonable request, the Non-Host Agency agrees to provide instructors or administrative assistance to the Host Agency. When the Non-Host agency has facilities such as a driving track, firearm range, etc., that can facilitate a specific training, the Non-Host agency agrees to allow the Host agency to incorporate such facilities into the training when feasible and in the best interest of all Parties. The use of such facilities should be considered an offset, in whole or in part, for the fees assessed in Paragraph V.

IX. Discipline and Academic Requirements

The Host Agency reserves the right, in its sole discretion, to decide whether the training attendees are maintaining the minimum requirements necessary to continue in the training. The Host Agency also retains the right, in its sole discretion, to remove a training attendee from a training program for academic, ethical, disciplinary or performance standards applicable to training attendees.

Training attendees shall be treated in the same manner for purposes of training, academics, ethics and discipline. Should the need arise for an Internal Affairs investigation of the actions of a training attendee(s), the training attendee's agency will conduct the investigation of its employee(s).

The Host Agency will have the sole authority over (1) the curriculum and content of instruction, (2) the training schedule and hours, (3) decisions about whether training attendees should remain in the training, and (4) the implementation and execution of policies and procedures applicable to the training program.

The Parties understand that in certain training programs, the curriculum will consist of the standard Host Agency training. Although some facilitation of cross-training on Non-Host Agency materials may occur when feasible, training programs based heavily on policy and procedure shall focus on the policies and procedures of the Host Agency.

The Host Agency will maintain communication with the Non-Host Agency on issues such as academics, physical fitness, discipline, Arizona POST requirements or others concerns that impact employees' ability to successfully complete the training program. The Host Agency will consult with the Non-Host Agency if/when an employee of the Non-Host Agency is in danger of being separated from a training program for performance issues.

X. Employment Status and Compensation of Law Enforcement Officers

The Parties shall each provide worker's compensation insurance, salary, benefits and appropriate equipment for their respective employees.

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

XI. Worker's Compensation/ Posting

Pursuant to A.R.S. §23-1022 (D)., for the purposes of worker's compensation coverage, all training attendees participating in a training program covered by this agreement shall be deemed to be an employee of all agencies. The primary employer shall be solely liable for payment of worker's compensation benefits or liable for any damages owed to an employee who has opted out of worker's compensation coverage.

Any Agency sending a training attendee to a training program covered by this agreement agrees to provide any posting and notice to the employees as required A.R.S. §23-1022(E) or otherwise provided by law.

XII. 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.

XIII. Agreement To Hold Harmless

To the extent allowed by law, the Non-Host Agency shall indemnify, defend and hold harmless the Host Agency, and its respective governing bodies, officers, agents and employees, for, from and against any and all claims, demands, suits, costs (including reasonable attorneys' fees and costs of litigation), liabilities, expenses or damages resulting from any injuries sustained by a Non-Host Agency training attendee and for any damages caused by the negligence or intentional acts of the Non-Host Agency training attendee, as a result of, or related to, training provided under this Agreement.

XIV. Participating Non-Host Agencies

The Host agency agrees to either execute a same or similar agreement with any Participating Non-Host Agency or to indicate in advertising materials for the training that entities that are not a party to this agreement are permitted to attend the training.

XV. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

XVI. Invalidity of Part of the Agreement

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVII. Governing law and Dispute Resolution

The laws of the State of Arizona shall govern this Agreement. Venue for disputes among the Parties to this agreement will be in the Maricopa County Superior Court of the State of Arizona, unless otherwise agreed upon by the impacted parties. Federal or Tribal Agencies impacted by a dispute may move the dispute to Federal District Court for the State of Arizona.

To the extent required by law, the parties agree to abide by the arbitration provision in A.R.S. §12-1518.

XVIII. Conflict of Interest

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, as amended.

XIX. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the public address listed for the senior law enforcement official for that public agency.

XX. Contract Administrator

The Parties agree to designate a Contract Administrator for this agreement and to notify other parties of the contact information for the designee.

XXI. Record Retention

To the extent required by law, the parties agree to abide by the record retention provisions of A.R.S. §§ 35-214 and 35-215.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the date written below.

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

MM ACA

City Attorney