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MEMORANDUM **Police Department - Staff Memo No. 2009-059**

DATE: JULY 24, 2009

TO: MAYOR AND COUNCIL

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

FROM: JOSEPH GAYLORD, ASSISTANT POLICE CHIEF

SUBJECT: RESOLUTION 4323, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE CHANDLER POLICE DEPARTMENT TO PARTICIPATE IN THE ARIZONA VEHICLE THEFT TASK FORCE PROGRAM

SUMMARY: The State of Arizona through the Department of Public Safety wishes to enter into an IGA with the City of Chandler to participate in the Arizona Vehicle Theft Task Force program. Participation consists of one officer being assigned to DPS to the Task Force. Chandler has participated in this program for the past year through an IGA that recently expired. This is an excellent opportunity for the City to continue its collaborative partnership with DPS to combat vehicle theft.

DISCUSSION: The DPS will pay Chandler 75% of the salary and 100% of pre-authorized Task Force related overtime of the assigned officer. DPS will assign and maintain a vehicle to the assigned officer. The work of the Arizona Vehicle Theft Task Force has been to eliminate vehicle theft in Arizona. The Police Department's participation in this task force is beneficial to Chandler's citizens; therefore, we believe our participation is warranted.

FINANCIAL IMPLICATIONS: The Police Department will pay 25% of the officer's salary. Prior to participation, the Police Department was paying 100% of the officer's salary.

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

PROPOSED MOTION: Move to approve City of Chandler Resolution 4323, authorizing and approving an Intergovernmental Agreement (IGA) between the City of Chandler and the State of Arizona through the Department of Public Safety for the Chandler Police Department to participate in the Arizona Vehicle Theft Task Force program.

Attachments: Resolution No. 4323
Copy of IGA

RESOLUTION NO. 4323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA), BETWEEN THE CITY OF CHANDLER AND THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE CHANDLER POLICE DEPARTMENT TO PARTICIPATE IN THE ARIZONA VEHICLE THEFT TASK FORCE

WHEREAS, the State of Arizona, through the Department of Public Safety (DPS), is 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 Arizona Vehicle Theft Task Force 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 Arizona Vehicle Theft Task Force 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 _____, 2009.

ATTEST:

_____	_____
CITY CLERK	MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4323 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2009.

APPROVED AS TO FORM:

_____	MM, ACA
CITY CLERK	CITY ATTORNEY

A. G. CONTRACT NO. P001-2009-002513 DPS CONTRACT NO. 2009-162

INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT 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 Chandler Police Department, hereinafter referred to as "Agency."

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

The 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 Chandler City Charter §1.03.

Now, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

I. Participation

The Agency agrees to assign one (1) P.O.S.T. certified sworn law enforcement officer, herein referred to as officer, to the Arizona Vehicle Theft Task Force on a full-time basis, for such assignments within the purposes of this contract, as directed by DPS. During this assignment, the DPS and the Agency agree to allow the officer to maintain all benefits, rights and privileges available to the officer as if the officer 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 the Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, the Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by the DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. Reimbursement

The DPS agrees to reimburse the Agency on a quarterly basis, for 75% of the salary of the assigned police officer and 100% of pre-authorized Task Force related overtime hours per month (depending upon funding by the Arizona Automobile Theft Authority), based on the DPS weekly time accounting summary. The Agency agrees to provide to the DPS the following information: the officer's annual and hourly rate of pay, the officer's hourly overtime rate of pay and associated ERE (employee related expenses) costs. The DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries unless the Agency notifies the DPS at least 90 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the officer by the DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The DPS shall assign and maintain a vehicle which will be provided in accordance with the DPS vehicle policy to the Agency officer assigned to the Task Force. The maintenance and use of the DPS vehicle will be in conformance and compliance with all DPS rules and regulations.

III. Availability of Funds

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IV. Nondiscrimination

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

V. Indemnification

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, arising out of the bodily injury of any person or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, or employees.

VI. Drug Free Workplace

Any officer assigned to the task force will be subject to random and/or for cause drug and alcohol testing in accordance with the Agency's guidelines and the DPS Drug Free Workplace Program guidelines. 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 Agency for any assigned officer who undergoes testing. Officers may be removed from the task force for failure to comply with the Agency's guidelines/drug screening requirement or for his/her failure to comply with DPS program/drug screening requirements.

VII. Immigration Compliance

All parties agree to comply with all applicable federal immigration laws and regulations of the Governor's Executive Order 2005-30.

VIII. Termination

Either party may terminate this Agreement for convenience or cause with thirty (30) days written notice to the other party. Upon termination, DPS shall pay the Agency all outstanding amounts up through the time at which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under this Agreement will be provided by mail to:

Brant Benham, Commander
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Sherry Kiyler, Chief
Chandler Police Department
P. O. Box 4008, Mail Stop 303
Chandler, AZ 85244-4008

IX. Cancellation

All parties are hereby put on notice that this contract is subject to cancellation for conflicts of interest, pursuant to A.R.S. § 38-511.

X. Recordkeeping

All records regarding this Agreement, including officer's time accounting logs, must be retained for five (5) years after completion of this Agreement, in compliance with A.R.S. § 35-214, entitled Inspection and Audit of Contract Provisions.

XI. Fees

Neither party may charge the other for any administrative fees for work performed pursuant to this Agreement.

XII. Jurisdiction

DPS gives prior consent to extend law enforcement authority of the participating Agency to the jurisdiction of DPS, pursuant to A.R.S. § 13-3871. The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

XIII. Limitations

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. Arbitration

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XV. Effective Date/Duration

This Agreement shall become effective upon the execution of two (2) originals by the parties, and upon one (1) original being filed with the Arizona Secretary of State. This Agreement shall be for a term of one (1) year after the Agreement becomes effective, but shall automatically renew itself on July 1st of each year if the DPS sends out a written notice of funding availability to the Agency within thirty (30) days prior to the end of each year. All prior agreements regarding the task force are canceled as of the effective date of this agreement.

XVI. Worker's Compensation Benefits

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 primary employer shall be solely liable for payment of worker's compensation benefits.

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this _____ day of _____, 2009.

State of Arizona

By: _____
for Roger Vanderpool, Director
Arizona Department of Public Safety

Date: 7/8/09

By: _____
Sherry Kiyler, Chief
Chandler Police Department

Date: 7.30.09

Approved as to Form:

_____
Assistant Attorney General

7/6/09
Date

Approved as to Form:

MM, ACA
Agency Official

7/30/09
Date

	STATE OF ARIZONA **OFFICE OF THE ATTORNEY GENERAL** **CIVIL DIVISION** **TRANSPORTATION SECTION** **MEMORANDUM**

Brian D. Schneider
Assistant Attorney General

Direct: 602-542-8863
Fax: 602-542-3646

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P001-2009-002513 **(DPS 2009-162)**, an Agreement between public agencies, i.e., Arizona Department of Public Safety, Arizona Vehicle Theft Task Force and the Chandler Police Department, 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.

DATES 7/6/09, 2009.

TERRY GODDARD
Attorney General

BRIAN D. SCHNEIDER
Assistant Attorney General

BDS:ln
Attachment