

CITY OF SOUTH TUCSON RESOLUTION NO. 13-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON, ARIZONA, AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT [“IGA”] BETWEEN THE CITY OF SOUTH TUCSON POLICE DEPARTMENT [“AGENCY”] AND THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY, ARIZONA COUNTER TERRORISM INFORMATION CENTER [“DPS”], AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the AGENCY and the DPS may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. ' 11-951, et seq., A.R.S. ' 11-952 and A.R.S. ' 41-1713; and

WHEREAS, it is the desire of the Parties to further enhance the State of Arizona Department of Public Safety, Arizona Counter Terrorism Center (ACTIC) Terrorism Liaison Officer (TLO) program intelligence collection process and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism; and

WHEREAS, the Mayor and Council desire to have this item presented to the South Tucson Mayor and City Council at its April 15, 2013 meeting ; and

WHEREAS, the Mayor and Council of the City of South Tucson have determined that it is in the best interest of the City and its citizens to enter into the Intergovernmental Agreement effective on the date it is signed by the parties and will continue until modified by written agreement; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of South Tucson, Arizona, that an emergency be declared to exist, and that this Resolution be effective immediately upon its passage and adoption.

THEREFORE BE IT RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that the City hereby gives formal approval and authorization to the Mayor of the City of South Tucson to execute said document.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of South Tucson, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of South Tucson, Arizona, this 15th day of April, 2013.

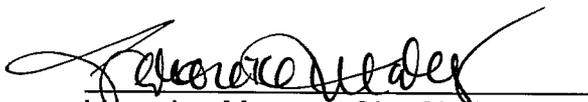
CITY OF SOUTH TUCSON
Body Politic & Corp.

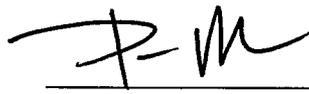


Vice Mayor, Pete Tadeo

ATTEST:

APPROVED AS TO FORM:



Veronica Moreno, City Clerk

Patrick Alan Moran, Esq., City Attorney

**INTERGOVERNMENTAL AGREEMENT
LEVEL B
Between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM and
THE CITY OF SOUTH TUCSON POLICE DEPARTMENT**

I. Purpose

This Intergovernmental Agreement (IGA) is entered into by the State of Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC), here in after referred to as "DPS", and The City of South Tucson Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance the ACTIC Terrorism Liaison Officer (TLO) program intelligence collection process and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority

AZDPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 and both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

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

III. Participation

The Agency agrees to assign a sworn police officer or law enforcement analyst who has been authorized by his/her Agency to respond as needed in support of the Agency and/or DPS ACTIC in accordance to the provisions of this Agreement. This person is herein referred to as a TLO (certified TLO). Prior to receiving any reimbursements, equipment, and/or funding, the TLO must complete the TLO training offered by the DPS ACTIC. If the TLO fails to complete the training, he/she is ineligible for this program. A person who completes the training is known as a certified TLO.

During the duration of this assignment, the certified TLO must work at least 20 hours per month related to the purpose of this agreement. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, and any activities associated with terrorism awareness. The TLO must submit their TLO time and activity weekly to DPS ACTIC electronically through the Homeland Security Information Network (HSIN) documenting work relating to the purpose of this Agreement. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC TLO program.

During the assignment period, the Agency and DPS ACTIC agree to allow the certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the Agency during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

IV. Equipment

The equipment purchased for and assigned to said certified TLO shall be CBRNE capable and shall remain in the custody of the agency for use by the certified TLO pursuant to this Agreement.

Contingent upon the availability of Homeland Security Grant funding, equipment will be acquired by DPS ACTIC. Equipment will be purchased from the current list of authorized equipment approved by the DPS ACTIC Director and in support of the Federal Department of Homeland Security authorized equipment list.

All assigned and purchased equipment issued to a certified TLO pursuant to this Agreement will be maintained in good working order by the Agency. The Agency will be required to make all necessary repairs to equipment. In the event that issued or purchased equipment is damaged, lost, stolen or no longer operative, the Agency will be responsible for the expenses for replacement in kind, repair, or reimbursement, whichever is applicable.

An annual inventory of equipment issued to the Agency and assigned to certified TLO(s) will be conducted by the Agency and presented to the Director of DPS ACTIC in writing no later than the first day of May following each year this IGA is in effect.

The Agency represents that it is insured and will include all equipment, provided pursuant to this Agreement, within the scope of the Agency's insurance coverage.

V. Reimbursement for Travel Expenses

Each Agency is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Nondiscrimination

The Parties shall comply with Executive Order 75-5 and 99-04, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Agency shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

VII. 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 referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent 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.

VIII. Arbitration

Each party agrees to abide by A.R.S. §12-1518, State and political subdivisions; use of arbitration. During the term of this contract both parties shall by written mutual agreement agree to the form of arbitration at a subsequent time prior to the filing of any civil action.

IX. Effective Date/Duration

This IGA shall become effective upon the final signatures on each of three (3) originals by both parties, and shall remain in effect until such time that either party submits a 30-day written notice to terminate this Agreement to the other party. Any modification of this Agreement shall be by written amendment executed by the governing bodies of both parties.

This Agreement replaces any and all previous Agreements regarding TLO Level B participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

X. Termination/Cancellation

Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party.

In accordance with Department of Homeland Security grant guidelines for equipment purchased:

- 1) Upon termination of this Agreement, all assigned and purchased equipment acquired pursuant to this Agreement shall be returned to DPS or reimbursed at current market value for said equipment.
- 2) Said equipment shall be returned to DPS immediately upon breach or termination of this Agreement.
- 3) After the serviceable life of the equipment, final disposition is the responsibility of the Agency.

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

AZDPS

Intelligence Bureau

Arizona Counter Terrorism Information
Center

P.O. Box 6638 – MD 3900

Phoenix, Arizona 85005-6638

City of South Tucson

South Tucson Police Department

1601 S. 6th Avenue

Tucson, AZ 85713

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.

XI. Recordkeeping

All records regarding this Agreement must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions. TLO time shall be recorded and submitted to ACTIC through the Homeland Security Information Network (HSIN).

XII. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

XIII. Jurisdiction

Agency accepts that receipt of federal grant funding requires it to permit its certified TLO(s) to work outside of Agency's regular jurisdictional boundaries.

XIV. 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.

XV. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this agreement shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

The City of South Tucson Police Department

By: _____
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

By: *Enrique Serna*
Enrique Serna
City Manager

Date: _____

Date: 04.17.2013

Approved as to Form:

Approved as to Form:

Assistant Attorney General

Patrick Moran
Patrick Moran
City Attorney

Date: _____

Date: 4/16/13

Attest: *Patricia Steady*, City Clerk

Date: 04.16.2013