A. G. CONTRACT NO. P001-2014-002109 DPS CONTRACT NO: 2014-091

INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) PROGRAM

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 Pima County Sheriff's Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs and human smuggling organizations through the cooperative efforts of the parties to this IGA.

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 _____.

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

I. PARTICIPATION

The Agency agrees to assign two (2) detention officers, herein referred to as "officers", to DPS on a full-time basis to perform the duties of Detention Liaison Officer (DLO) as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

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

The Agency also agrees to enter into a Memorandum of Understanding (MOU) with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM". DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but is not

used by the officers, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard forty (40) hour work week scheduled according to the needs of the Agency, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment or training.

Prior to the officers reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the officers by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the period of the IGA. DPS will not issue a vehicle to the officer.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. 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 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, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. 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. The officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

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

VIII. FEES

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

IX. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. 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.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officers covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Program participation are cancelled as of the effective date of this IGA.

XIV. 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.

XV. CANCELLATION

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

XVI. TERMINATION

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

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff Clarence Dupnik
Pima County Sheriff's Department
1750 East Benson Highway
Tucson, Arizona 85714

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: Dennis F Young DEP DIR
FOR Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 6/12/14

APPROVED AS TO FORM:

Assistant Attorney General

DATE: 6/11/14

PIMA COUNTY SHERIFF'S DEPARTMENT

BY: Byron Gwaltney
~~William M. Alter~~, Bureau Chief
BYRON GWALTNEY

DATE: 6/23/14

PIMA COUNTY BOARD OF SUPERVISORS

Sharon Bronson, Chairwoman

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Deputy Attorney

DPS CONTRACT NO: 2014-091

Addendum "A"

G.II.T.E.M.

GANG & IMMIGRATION INTELLIGENCE TEAM
ENFORCEMENT MISSION

September 25, 2007

DETENTION LIAISON OFFICER PROGRAM

Introduction:
The Detention Liaison Officer (DLO) Program is an intelligence component of the Gang & Immigration Intelligence Team Enforcement Mission (G.II.T.E.M.). Detention liaison officers (DLOs) are detention officers from various sheriffs' and corrections departments, assigned to G.II.T.E.M., who remain at, and perform gang intelligence duties in, jails and prisons. DLOs collect and report intelligence information regarding human smuggling organizations, security threat groups, and criminal street gangs. DLOs serve as intelligence resources for city, county and state law enforcement. G.II.T.E.M. reimburses participating agencies for 75% of the DLO salary and employee related expenses.

Background:
During the 2006 legislative session, the State Gang Task Force, commonly and once referred to as the Gang Intelligence Team Enforcement Mission (G.I.T.E.M.), was modified and tasked with an immigration enforcement and border security component. The change resulted in the addition of a second "I" (for immigration) in the acronym. Significant funding was appropriated to expand the new G.II.T.E.M. with 100 new Department of Public Safety (DPS) officer positions, 50 of which are dedicated to gang enforcement and the remaining 50 devoted to immigration enforcement and border security.

With the renewed focus on gang and immigration enforcement, intelligence needs quickly surfaced. The previous gang database once used by G.I.T.E.M. and other agencies around the state had outlived its effectiveness and was sub-standard to current technologies. Recognizing the need for modernization, the DPS purchased an enterprise license with hardware and software for a state-of-the-art, intelligence database called GangNet. GangNet is a web-based technology used to house statewide gang intelligence records. The exceptional value of the new system is that all local, state, and tribal agencies in Arizona may access the system for free by completing training and a Memorandum of Understanding (MOU) with DPS. No new hardware or software is required to enable access to GangNet. Connection to the system is accomplished through the use of web-enabled personal computers and passwords. Measures are underway to complete GangNet connectivity with California's gang intelligence system called CalGang, which houses more than 200,000 gang records.

Having a new repository for gang intelligence records though, is different than having gang records. Intelligence collection and documentation is the critical component for any intelligence records system. Leveraging the collection component through use of multiple collection sources provides the means to adequately and timely populate the repository. Not only must intelligence personnel submit their products to such a database, but other reporting sources must be recruited to contribute. Training and directing all gang enforcement officers to collect and report gang intelligence are only the first steps of a comprehensive process. Additional resources commonly untapped in the overall intelligence strategy

include patrol officers, detectives, corrections, detention, and probation personnel. Garnering a variety of reporting assets throughout the multiple criminal justice disciplines, and documenting the intelligence in a single repository available to all agencies statewide, provides the most effective means for developing enforcement strategies.

Detention Liaison Officer Program:

The DLO Program leverages intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriff's departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Program aims to incorporate the information collected during such routine duties to complement efforts by officers on the streets. The intelligence documented serves to inform agencies statewide, well beyond local jurisdictional boundaries.

G.II.T.E.M. offers to sheriff's departments and other correctional facilities, including tribal, the opportunity to participate in the DLO Program. To engage in the program, the participating agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet. G.II.T.E.M. will provide reimbursement to participating agencies for 75% of the assigned employees' salaries and benefits.

Personnel assigned to the DLO Program continue to work at their agencies' detention facilities, but are assigned to collecting, documenting, and reporting criminal gang and human smuggling related intelligence. The intelligence collected by the DLO is entered into GangNet by the participating agency or the DLO. The DLO will then provide statistical reporting to the DLO Supervisor on a weekly and monthly basis. Because the position of a DLO is critical to gang intelligence, DLOs should not be assigned normal detention or correctional officer duties as their peers.

G.II.T.E.M. provides training to the DLOs through a basic 40-hour course of instruction, as well as quarterly training seminars and meetings. DLOs will also need to participate and attend in statewide gang intelligence meetings, which typically occur on a monthly basis in order to stay current on gang trends and activities within and outside of the state of Arizona. G.II.T.E.M. pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies' commanders; however, in matters related to the DLO Program, DLOs also receive program related direction and supervision from an appointed G.II.T.E.M. supervisor, who actually oversees the DLO assigned to them.

G.II.T.E.M. will provide to the DLOs equipment and necessary materials in order for the DLO to accomplish their duties. DLOs will be responsible for the equipment and necessary materials assigned to them and all such items shall be returned to G.II.T.E.M. in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview incarcerated gang members and illegal immigrants to develop intelligence about their criminal organizations.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Notify the local G.II.T.E.M. squad(s) regarding gang member releases in their geographic area.

- Interview incarcerated illegal immigrants to determine illegal conveyances into the United States and any information regarding human or contraband smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Interview inmates for general criminal intelligence.
- Provide training to fellow detention officers regarding inmate gang intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards for entry into GangNet and RISS Gang.
- Prepare intelligence reports and statistic documentation on a weekly and monthly basis to the DLO Sergeant.
- Attend quarterly DLO intelligence and training meetings; as well as attend local weekly and state monthly gang intelligence meetings throughout the state.
- Respond to and complete requests from local area gang task force squads reference information related to incarcerated gang members and gangs.

AGENCY RESPONSIBILITES:

- The Sheriffs' departments and correctional facilities (*county, state, tribal, federal*) agree to allow the assigned DLO for their agency to do their DLO duties free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend basis and advanced training, as well as monthly and quarterly gang intelligence meetings in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

G.II.T.E.M. is funded by annual legislative appropriation. The DLO Program and commitments to reimburse participating agencies are delineated in the IGA and are offered for only 12 months per agreement. Acceptance into the program is subject to the availability of funds.

To participate in the DLO Program, interested agencies should contact G.II.T.E.M. directly by calling (602) 223-2329.