

**INTERGOVERNMENTAL AGREEMENT
ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
BZP LEVEL A**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC), hereinafter referred to as "DPS ACTIC", and the Gila County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance domestic preparedness Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism, through the cooperative efforts of the parties to this Agreement.

DPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952 and the Agency is authorized and empowered pursuant to the Gila County Board of Supervisors.

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 a sworn police officer or law enforcement analyst who has been authorized by his/her Agency to respond to incidents 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 Terrorism Liaison Officer (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 program is known as a certified TLO.

During the duration of this assignment, the certified TLO must work at least 40 hours per month related to the purpose of this agreement. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC 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 Terrorism Liaison Officer (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 the Agency's disciplinary process.

II. Equipment and Vehicle(s)

The vehicle(s) and 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 Buffer Zone Plan (BZP) funding, equipment and vehicles will be purchased by the Agency. Vehicles and equipment will be purchased from the current list of authorized equipment approved by the DPS ACTIC commander and in support of the Federal DHS authorized equipment list.

All assigned and purchased equipment and vehicles issued to a certified TLO pursuant to this agreement will be maintained in good working order by Agency. The Agency will be required to make all necessary repairs to vehicles and 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.

TLO vehicles purchased by the Agency will only be assigned to and operated by the designated certified TLO. It will be the responsibility of the Agency to repair or replace in kind, the vehicle in the event of collision or theft. The vehicle will be maintained in good working order per the Agency's vehicle maintenance policies. If the Agency lacks vehicle maintenance policies, the vehicle will be maintained per the vehicle manufactures maintenance policies.

The reimbursed grant monies have included funding for an extended warranty and a theft deterrent system to be purchased at the time of vehicle purchase. It is the Agency's responsibility to maintain the vehicle under the text of the warranty and per the manufacturer's recommended specifications. Maintenance expenses and items not covered by the extended warranty will be the responsibility of the Agency.

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.

III. 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

IV. 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.

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 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.

VI. Arbitration

Each party agrees to abide by Arizona Revised Statute 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.

VII. Effective Date/Duration

This IGA shall become effective upon the final signatures on each of two (2) 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 BZP TLO Level A participation executed by the parties regarding the domestic preparedness CBRNE response services and TLO program.

VIII. 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 vehicles and equipment purchased:

- 1) If participation is terminated, then all assigned and purchased vehicles and equipment acquired pursuant to this agreement shall be subject to the provisions between grantor and grantee as outlined in the original grant award.
- 2) After the normal life of the vehicles and equipment, final disposition is the responsibility of the Agency.

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

DPS
Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

Gila County Sheriff's Office
Sheriff John R. Armer
1100 South Street
Globe, AZ. 85502

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

IX. Recordkeeping

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

X. Fees

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

XI. Jurisdiction

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

XII. 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.

XIII. 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

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

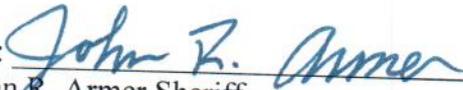
Date: 2-26-10

Approved as to Form:


Assistant Attorney General

Date: 2/18/10

Gila County Sheriff's Office

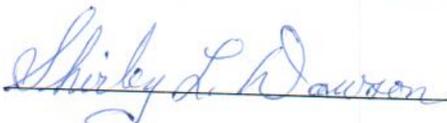
By: 
John R. Armer Sheriff
Gila County Sheriff's Office

Date: 4/6/10

Approved as to Form:


Agency Official
Chief Deputy C.A. Bryan Chambers

Date: 3 14 2010



Date: 4/6/10
Chairperson
G.C. BOS.



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. P001-2010-000663 (**DPS 2010-021**), an Agreement between public agencies, i.e., Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and Gila County Sheriff's Office, 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.

DATED 2/18, 2010.

TERRY GODDARD
Attorney General



BRIAN D. SCHNEIDER
Assistant Attorney General

BDS:ln
Attachment