

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
ARIZONA VEHICLE THEFT TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Mesa Police Department, ("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.

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.

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

**I. PARTICIPATION**

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

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

**II. DPS'S RESPONSIBILITIES**

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of

Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. AGENCY'S RESPONSIBILITIES**

Prior to the officer commencing work at DPS, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

### **IV. 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.

### **V. IMMIGRATION**

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

### **VI. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

### **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 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.

### **VIII. 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 Agency's guidelines. If Agency does not have a drug free program, the officer 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 Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

#### **IX. RECORDKEEPING**

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

#### **X. FEES**

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

#### **XI. JURISDICTION**

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

#### **XII. 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.

#### **XIII. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

#### **XIV. 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.

#### **XV. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. The IGA shall renew annually on July 1 of each year for a period not to exceed five (5) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

#### **XVI. CANCELLATION**

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

#### **XVII. 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 effective date of the termination. All property shall be returned to the owning party upon termination.

**XVIII. NOTICE**

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

Major Damon Cecil  
Arizona Department of Public Safety  
P. O. Box 6638  
Phoenix, Arizona 85005

Chief Ken Cost  
Mesa Police Department  
130 N Robson  
Mesa, Arizona 85201


**XV. 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**

**AGENCY**

By:   
Jeffrey Glover, Colonel  
Director  
Arizona Department of Public Safety

By: \_\_\_\_\_  
Ken Cost, Chief  
Chief of Police  
Mesa Police Department

Date: 11/4/24

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

  
Assistant Attorney General

\_\_\_\_\_  
City Attorney