

**INTERGOVERNMENTAL AGREEMENT  
ARIZONA COUNTER TERRORISM INFORMATION CENTER  
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM  
UASI LEVEL B**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC), hereinafter referred to as "DPS," and the City of Tempe, herein after 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 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 Tempe City Charter, Article I.

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, sworn fire fighter 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 Terrorism Liaison Officer (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 20 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.

During the assignment period, the Agency and DPS 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**

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 Urban Area Security Initiative (UASI) funding, equipment will be purchased by the Agency. 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 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 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.

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 execution of three (3) originals by the parties and the filing of a copy with the Secretary of State, 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 UASI TLO Level B participation executed by the parties regarding domestic preparedness CBRNE response services and the 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 equipment purchased:

- 1) If participation is terminated, prior to the expiration date of this agreement, 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 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

### **City of Tempe**

Mayor  
P.O. Box 5002  
Tempe, AZ 85280

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 weekly 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 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.

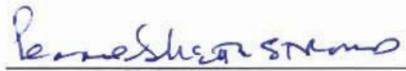
**XIII. Non-Availability of Funds**

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**

**City of Tempe**

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

By: \_\_\_\_\_  
Hugh Hallman, Mayor  
City of Tempe

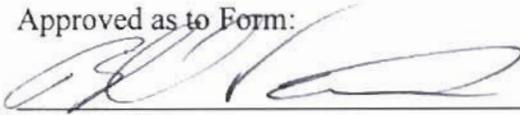
Date: 4/14/09

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

Approved as to Form:

Approved as to Form:

  
Assistant Attorney General

  
for Andrew Ching  
Tempe City Attorney

Date: 4/13/09

Date: 5/1/09

By: \_\_\_\_\_  
Charles Meyer  
City Manager

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. P001-2009-001371 (**DPS 2009-092**), an Agreement between public agencies, i.e., Arizona Department of Public Safety and the City of Tempe, 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 4/13, 2009.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
BRIAN D. SCHNEIDER  
Assistant Attorney General

BDS:ln  
Attachment