

RESOLUTION NO. 26-32

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION POLICE DEPARTMENT ("AJPD") TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GANG and IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION ("GIITEM") STATE GANG TASK FORCE.

WHEREAS, the Gang and Immigration Intelligence Team Enforcement Mission ("GIITEM") State Gang Task Force is under the authority of the Arizona Department of Public Safety ("DPS"); and

WHEREAS, DPS needs one Arizona Peace Officer Standards and Training Board ("AZPOST") certified law enforcement officer from the City of Apache Junction Police Department ("AJPD") on a full-time basis; and

WHEREAS, AJPD is willing to dedicate an officer to GIITEM; and

WHEREAS, DPS agrees to reimburse AJPD monthly for seventy-five percent of payroll expenses and DPS will reimburse overtime compensation not to exceed twenty hours per month; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities for joint or cooperative activities; and

WHEREAS, the City and DPS have crafted the legal arrangement in the form of the attached intergovernmental agreement which sets forth the terms and conditions of the services requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor is authorized to sign the intergovernmental agreement in a form consistent with Attachment A;

- 2) The police chief and/or his designee are authorized and directed to take all other necessary steps to carry out the purpose and intent of this resolution and to fulfill all the duties required under the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2026.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2026.

WALTER "CHIP" WILSON
Mayor

ATTEST:

YVETTE MCKINNEY
City Clerk

APPROVED AS TO FORM:

 7.8.26

RICHARD J. STERN
City Attorney

ATTACHMENT A

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG 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 City of Apache Junction, through the Apache Junction Police Department ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties.

DPS is authorized 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

Agency agrees to assign one (1) AZPOST certified sworn law enforcement officer ("officer") to DPS's Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officers shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

II. DPS'S RESPONSIBILITIES

Based upon the officers' 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. 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 GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). An officer must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 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 officers 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's reimbursement obligations are limited to amounts authorized by this Agreement, approved by DPS, supported by required documentation, and available from appropriated or otherwise authorized funds. DPS will not reimburse costs incurred outside the effective dates of this Agreement or costs that exceed any applicable contract, grant, or budget limitation.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers 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(s) commencing work at DPS/GIITEM, 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 60 days prior to the effective date of the change.

IV. EMPLOYMENT ELIGIBILITY AND PROCUREMENT

To the extent applicable, the parties shall comply with A.R.S. §§ 23-214 and 41-4401. Each party remains responsible for compliance with employment-eligibility verification requirements applicable to its own employees, contractors, and subcontractors.

V. CRIMINAL INTELLIGENCE/INFORMATION SHARING

All collection, access, use, entry, retention, dissemination, and destruction of criminal justice information, criminal intelligence information, and law-enforcement-sensitive information under this Agreement shall comply with applicable federal and state law, CJIS/ACJIS requirements, 28 C.F.R. Part 23 to the extent applicable, DPS policy, applicable system-use rules, and any applicable Agency policy. Nothing in this Agreement authorizes either party to access, use, disclose, or retain information except as permitted by law and policy.

VI. NONDISCRIMINATION

The parties shall comply with all applicable federal and state nondiscrimination laws and applicable Arizona Executive Orders, including Executive Order 2023-01, to the extent applicable.

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 officers assigned to GIITEM 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, 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 Agency for officers who undergo testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

Each party shall retain all books, accounts, reports, files, time records, reimbursement records, and other records relating to this Agreement for five (5) years after completion of the Agreement. Such records shall be subject to inspection and audit at reasonable times as required by 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

To the extent permitted by law, Agency authorizes assigned officers to perform GIITEM duties outside Agency's 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 GIITEM.

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

This Agreement becomes effective on the date last signed and remains in effect through June 30, 2027, unless earlier terminated. The parties may renew this Agreement for additional one-year terms by written amendment or written renewal approved by the parties and their respective legal counsel, subject to the availability of funds and any governing-body approval required by law. No renewal or extension is effective unless approved in the manner required by A.R.S. § 11-952.

XVI. 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.

XVII. CANCELLATION

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

XVIII. 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.

XIX. NOTICE

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, AZ 85005

Chief of Police
Apache Junction Police Department
1001 North Idaho Road
Apache Junction, AZ 85119

XX. 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

OTHER AGENCY

By _____
Lt. Colonel Deston Coleman, Deputy Director

By _____
Chief Michael Pooley

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Assistant Attorney General

City/County Attorney