INTERGOVERNTMENTAL AGREEMENT
REGARDING PARTICIPATION IN
THE ARIZONA COUNTER TERRORISM INTELLIGENCE CENTER

This Intergovernmental Agreement (IGA) is entered into between the Arizona Department of Public Safety (DPS) hereinafter referred to as "DPS" and the _____ ("____") hereinafter referred to as "Contributing Agency".

I. Purpose

The purpose of this IGA is to enhance Federal, State, and local law enforcement services concerning the collection, evaluation, analysis, dissemination of intelligence and intelligence products regarding terrorism and criminal related incidents both foreign and domestic, through the cooperative efforts of the parties to this agreement.

II. Authority

DPS is authorized and empowered to enter into this IGA pursuant to ARS 41-1713.(B)(3); both parties are authorized and empowered to enter into this IGA pursuant to ARS 11-952 and the Contributing Agency is authorized and empowered pursuant to _____.

III. Participation

The Contributing Agency agrees to assign the appropriate number of state or federally certified law enforcement officer(s) herein referred to as officer and/or additional non-sworn personnel, requested by DPS on a full-time basis for such assignments within the purposes of this contract, as directed by DPS. Contributing Agency officer(s) and non-sworn personnel as a condition of assignment to the ACTIC will be required to successfully complete and be granted a "Secret" security clearance from the Federal Bureau of Investigations (FBI) or other federal agency having authority to issue such security clearance. If the officer(s) or non -sworn personnel are unable to successfully complete the security clearance requirements, they will be determined to be unqualified for this assignment and returned to the Contributing Agency. Upon assignment to the Arizona Counter Terrorism Intelligence Center (ACTIC) and receipt of a secret clearance, the officer(s) and non-sworn personnel shall remain on assignment to the ACTIC for a minimum period of three (3) years unless the Contributing Agency and ACTIC Management Team agree to the reassignment of the officer(s) or non-sworn personnel.

Contributing Agency officer(s) and non-sworn personnel will be tasked to work intelligence related leads statewide as well as leads directly effecting their parent agency's jurisdiction. The Contributing Agency officer(s) and non -sworn personnel will be working under a task force

concept and as such, the personnel from the Contributing Agency will be integrated into multi-agency squads or work groups. The squads and work groups will be tasked with providing investigative intelligence and/or analytical support unit operations. All personnel assigned to the ACTIC will be available for duty hours that are required to staff the center 24 hours a day, 7 days a week. Additionally, all personnel shall be subject to call-out status when necessary to support the ACTIC mission. During this period of assignment to ACTIC, the Contributing Agency and DPS agree to allow said officer(s) and additional non-sworn personnel to maintain all benefits, rights, and privileges available to said officer(s) and non-sworn personnel as if they were assigned on a full-time basis to the Contributing Agency. The assigned officer(s) and non–sworn personnel must abide by all of the applicable rules and regulations of DPS and the Contributing Agency, and subject to the respective disciplinary process. The assigned officer(s) and non - sworn personnel while assigned to the ACTIC will also abide by all ACTIC policies and applicable rules and regulations regarding the center. Conflicts arising between ACTIC and Contributing Agency policies will be resolved by a chain of command review on a case by case basis.

IV. Reimbursement

The Contributing Agency will be responsible for all payroll expenses of the officer(s) and non-sworn personnel related to this assignment. The expenses include employee salary, shift differential pay, overtime compensation, benefits (which accrue during the term of this IGA), employee-related expenses to include employer's workman's compensation, social security at established rates, vacation and sick leave taken while working at the ACTIC. All approved travel expenses and per diem will be the responsibility of the Contributing Agency.

V. Duties of DPS

DPS agrees to provide officer(s) and non-sworn personnel with workspace and connectivity to the ACTIC network and data bases at no cost to the Contributing Agency. DPS will also provide technical assistance to officer(s) and non-sworn personnel in establishing connectivity to the Contributing Agency systems. DPS will provide workstation and office furniture for the use of officer(s) and non-sworn personnel. DPS will provide stand-alone computers to facilitate state, and local access. DPS will maintain responsibility for maintenance of the facility and is responsible for the lease on the facility, which includes utility costs.

VI. Duties of the Contributing Agency

The Contributing Agency officer(s) and non-sworn personnel will occupy space within the ACTIC facility. The Contributing Agency will provide their officer(s) and non-sworn personnel with suitable computers and software and be responsible for all costs associated with providing their employees with network connectivity from the ACTIC to the respective Contributing Agency. The Contributing Agency will be responsible for maintenance of those PC's and the

network connectivity. The Contributing Agency will be responsible for providing their respective officer(s) with a duty-related vehicle during the period of this agreement. The Contributing Agency agrees to provide personnel resources, agents and analysts, to assist with rotating shifts in order to monitor and disseminate information received at the ACTIC Watch Center. The ACTIC Watch Center will be monitored continuously seven days a week, 24 hours a day. Shifts will be scheduled to avoid overtime issues and may include a week rotation and for coverage of weekends, nights and holidays. Salary issues, shift differential, overtime and compensation shall be the responsibility of the participating agency. The shift schedules of the Watch Center may be changed or altered to accommodate higher threat levels and other issue requiring ACTIC personnel and functions.

VII. Nondiscrimination

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 75-5.

VIII. Liability

Each party shall indemnify and hold harmless the other party for suits, actions, and claims which are attributable to any act or omission by each party's employees or agents. The employees of each agency shall remain employees of that respective agency and shall not be considered employees or agents of DPS.

IX. Drug Free Workplace

Any officer(s) and non sworn personnel assigned to the ACTIC will be subject to random and/or for cause drug and alcohol testing in accordance with his/her Contributing Agency's guidelines. If the Contributing Agency does not have a drug free program, the officer(s) and non-sworn personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer(s) and non-sworn personnel 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 the Contributing Agency for any fee or cost from the contractor, for any assigned officer(s) or non sworn personnel who undergo random and/or for cause drug and alcohol testing. Officer(s) and non sworn personnel will be removed from the ACTIC assignment for failure to comply with the program or for failure to pass DPS drug screening requirements.

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

The Contributing Agency agrees to permit their officer(s) and non sworn personnel to work outside their regular jurisdictional boundaries.

XII. Worker's Compensation

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. Duration of this agreement.

This IGA shall become effective upon the execution of three (3) originals by the parties hereto and filing 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. DPS and the Contributing Agency shall each receive an original of the signed documents. Cancellation can be made at anytime by either party upon written notice to the other party. All property provided by DPS to Contributing Agency officer(s) or non-sworn personnel shall be returned to DPS upon termination.

IV. Notification

Any notice required to be given under this IGA will be provided to:

Lt. Colonel N. B. Beasley	Chief
Arizona Department of Public Safety	Agency
Post Office Box 6638	Address
Phoenix, Arizona 85005-6638	City/State

Signatures

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this____ Day of _____, 2004.

By: _____
Director
Arizona Department of Public Safety

Legal Approval:

_____
Assistant Attorney General

By:_____
Agency Head

Legal Approval:_____
Legal Section