

**INTERGOVERNMENTAL AGREEMENT NUMBER 2016-03
REGARDING REIMBURSEMENT OF OVERTIME AND OVERTIME
EMPLOYEE RELATED EXPENSES INCURRED DUE TO THE
FLORENCE POLICE DEPARTMENT'S PARTICIPATION IN THE PINAL
COUNTY NARCOTICS TASK FORCE'S ACJC GRANT# DC-17-010**

RECITALS

WHEREAS, on July 6, 2016, the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-17-010 in the total amount of \$142,928.00, \$58,601.00 in Federal funds, \$48,596.00 in State funds, and \$35,731.00 from PCSO Task Force Rico and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the Overtime and Overtime Employee Related Expenses incurred by the Florence Police Department during their participation in this program.

WHEREAS, ACJC Contract number DC-17-010, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Florence Police Officer's Task Force approved Overtime, and Employee Related Expenses incurred during the duration of this grant.

WHEREAS, the Florence Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC contract number DC-17-010.

Agreement

Florence Police Department agrees as follows:

1. Each Party is authorized to participate in this agreement pursuant to A.R.S. 11-952.
2. Each party has read and agrees to the terms of ACJC Grant number DC-17-010.
3. This agreement shall terminate on 06/30/2017, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for approved overtime and employee related expenses incurred during this period.

4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-17-010 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 10	January 1 to January 31	February 10
August 1 to August 31	September 10	February 1 to February 28	March 10
September 1 to September 31	October 10	March 1 to March 30	April 10
October 1 to October 31	November 10	April 1 to April 30	May 10
November 1 to November 30	December 10	May 1 to May 31	June 10
December 1 to December 31	January 10	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests and proof of payment.

5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the

extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its employees or officers assigned to the Pinal County Narcotics Task Force.

9. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar day's written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

_____	<u>10/3/10</u>
Date	Date
Pinal County by:	Municipality by:
_____	<u>Tom Rauli</u>
Chairman,	Mayor,
Pinal County Board of Supervisors	Town/City of <u>Florence</u>
Attest:	Attest:
_____	
Clerk	Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Deputy Pinal County Attorney _____
Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Craig Matta 10/3/10
City/Town Attorney Date