

RESOLUTION 2002-500

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PRESCOTT FOR PARTICIPATION IN A MULTI-AGENCY DRUG TASK FORCE IN YAVAPAI COUNTY DESIGNATED AS PRESCOTT AREA NARCOTICS TASK FORCE (P.A.N.T.).

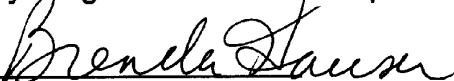
WHEREAS, the Town of Camp Verde, along with other communities in Yavapai County, desires to participate in a multi-agency drug task force in Yavapai County, and;

WHEREAS, the City of Prescott has received grants of federal funds from the Arizona Criminal Justice Commission for administration of a multi-agency drug task force in Yavapai County, and;


WHEREAS, the Town of Camp Verde is empowered by A.R.S. 11-952 to contract and by A.R.S. 9-240(B) (12) to establish and maintain the police of the Town of Camp Verde and the Camp Verde Marshal's Office was created by Ordinance 87-A06 for the purpose stated therein, and;

WHEREAS, implementation of an Intergovernmental Agreement between the Town of Camp Verde and the City of Prescott for participation in a multi-agency Drug task force in Yavapai County, will substantially further the public safety, health and welfare.


NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to enter into an Intergovernmental Agreement with the City of Prescott for participation in a multi-agency drug task force in Yavapai County.

  
Brenda Hauser, Mayor

ATTEST:

  
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

  
Julie Kriegh, Town Attorney

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**PRESCOTT AREA NARCOTICS TASK FORCE**

WHEREAS, the City of Prescott has received grants of federal funds from the Arizona Criminal Justice Commission for administration of a multi-agency drug task force in Yavapai County area designated as "P.A.N.T.", and

WHEREAS, the Arizona Criminal Justice Commission may from time to time provide the City of Prescott with additional grants to implement such law enforcement project, and

WHEREAS, the Town of Camp Verde, the Town of Chino Valley, the Town of Clarkdale, the City of Cottonwood, the Town of Jerome, the City of Prescott, the Town of Prescott Valley, the City of Sedona, Yavapai County, the State of Arizona, and the Yavapai-Apache Nation, pursuant to Arizona Revised Statutes (A.R.S.) §13-3872, and in accordance with the provisions of A.R.S. Title 11, Chapter 7, Article 3, and as authorized by appropriate action of the governing body for each party desire to enter into this Intergovernmental Agreement on behalf of their various law enforcement agencies with respect to such grants, and

WHEREAS, the Town of Clarkdale, is empowered by A.R.S. §11-952 to contract and by A.R.S. §9-240(B)(12) to maintain the Clarkdale Police Department for the purposes stated therein, and

WHEREAS, the Town of Camp Verde is empowered by A.R.S. §11-952 to contract and by A.R.S. §9-240(B)(12) to establish and maintain the police of the Town of Camp Verde, and the Camp Verde Marshal's Office was created by Ordinance 87-A06 for the purposes stated therein, and

WHEREAS, the Town of Chino Valley is empowered by A.R.S. §11-952 to contract and by A.R.S. §9-240(B)(12) to maintain a Police Department for the purposes stated therein, and

WHEREAS, the City of Cottonwood is empowered to maintain a Police Department for the purposes stated within the City Ordinance and is authorized to enter into intergovernmental agreements and contracts with other governmental entities pursuant to A.R.S. §11-952, and

WHEREAS, the Town of Jerome is empowered by A.R.S. §11-952 to contract and by A.R.S. §9-240(B)(12) to maintain the Jerome Police Department for the purposes stated therein, and

WHEREAS, the City of Prescott is empowered by Title II, Chapter 3, Prescott City Code, to maintain a Police Department for the purposes stated therein and is authorized to enter into intergovernmental agreements and contracts with other governmental entities pursuant to A.R.S. §11-952, and,

WHEREAS, the Town of Prescott Valley is empowered by A.R.S. 11-952 to contract and by A.R.S. §9-240(B)(12) to maintain the Prescott Valley Police Department for the purposes stated therein, and

WHEREAS, the City of Sedona is empowered by A.R.S. §9-240(B)(12) to maintain a Police Department and is authorized to enter into intergovernmental agreements and contracts with other governmental entities pursuant to A.R.S. §11-952, and

WHEREAS, the Yavapai County Board of Supervisors is empowered by A.R.S. §§11-201 and 11-952 to enter into contracts on behalf of the County Sheriff's Department and the County Attorney's Office, and the Sheriff of Yavapai County is empowered by A.R.S. §11-441, et. seq. to maintain a Sheriff's Department for the purposes stated therein, and the Yavapai County Attorney's Office is empowered by A.R.S. §13-2314.03 to administer the Anti-Racketeering Revolving Fund, and

WHEREAS, the State of Arizona is empowered by A.R.S. §11-952 to enter into contracts on behalf of the Department of Public Safety, and the Department of Public Safety is empowered by A.R.S. §41-1711 et. seq. to maintain a narcotics enforcement and criminal investigation division, and

WHEREAS, the Yavapai Apache Nation is empowered by ##### et. seq. to maintain a #####,  
and

WHEREAS, implementation of this Intergovernmental Agreement will substantially further the public safety, health, and welfare;

NOW, THEREFORE, the parties do hereby agree as follows:

#### ARTICLE 1 DEFINITIONS

(A) "Party" means each of the governmental entities that have executed this agreement.

(B) "Chief Law Enforcement Officer" means that person who is a "department or agency head with peace officer jurisdiction, or his duly authorized representative, having the primary responsibility for law enforcement within the jurisdiction or territory," as such phrase is used in A.R.S. §13-3871. whether designated by appointment or election.

(C) "PANT" means Prescott Area Narcotics Taskforce. The governmental entities making up PANT are the Town of Camp Verde, the Town of Clarkdale, the Town of Chino Valley, the City of Cottonwood, the Town of Jerome, the City of Prescott, the Town of Prescott Valley, the City of Sedona, the Yavapai County Attorney, the Yavapai County Sheriff, the State of Arizona and the Yavapai Apache Nation and who have signed and executed this Intergovernmental Agreement by *INSERT DATE*.

#### ARTICLE 2 PURPOSES

The program goal is to significantly reduce unlawful narcotics activity in central Arizona and Yavapai County by maintaining a street level enforcement unit composed of the grant funded positions listed under Article 5(D). and other members from the Prescott Police Department, the Yavapai County

Sheriff's Department, the Department of Public Safety, and the law enforcement agencies of the Town of Camp Verde, the Town of Clarkdale, the Town of Chino Valley, the Town of Cottonwood, the Town of Jerome, the Town of Prescott Valley, the City of Sedona, Yavapai County, and the Yavapai Apache Nation. This unit will be known as the Prescott Area Narcotics Taskforce ("PANT"). The members of PANT will jointly identify arrest and actively prosecute drug offenders in conjunction with the Yavapai County Attorney.

### **ARTICLE 3 OBJECTIVES**

Program objectives include the following:

1. Maintain the street level enforcement unit.
2. Maintain the consolidated Prescott Area Narcotics Taskforce in a commercially leased office under the organization known as PANT.

### **ARTICLE 4 JURISDICTION**

The respective Chief Law Enforcement Officers of each of the parties hereto individually consent that the authority of peace officers and employees assigned to PANT by the Chief Law Enforcement Officers of the other parties shall be extended into the jurisdiction or territory of such Chief Law Enforcement Officer, in accordance with the provisions of A.R.S. §13-3872. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any of the parties, other than as expressly set forth herein.

### **ARTICLE 5 PLANNING AND ADMINISTRATION**

- A. POLICY BOARD

(a) Powers of Policy Board:

1. PANT will be governed by a Policy Board having final authority for its operation.
2. The Policy Board shall establish policies to select cases to be investigated; allocate, focus, and manage project resources; and provide oversight of project investigation.
3. The Policy Board will act as an advisory board to the County Attorney concerning the disbursement of any forfeited funds, assets or real property to members of PANT from the County Attorney's Anti-Racketeering Fund pursuant to the provisions of A.R.S. § 13-2314.03 and 13-4315.
4. The Policy board shall meet not less than once a month.
5. Minutes will be kept of all meetings, and members shall be notified of meetings.
6. A majority of the voting members will constitute a quorum of the Board sufficient to vote on policy matters.
7. All decisions to initiate funding for project investigations shall be by three fourths (3/4) of the voting members of the Board constituting a quorum.

(b) Membership of Policy Board

1. The Chief Law Enforcement Officer of each agency participating in PANT and the Yavapai County Attorney shall be a member of the Policy Board.
2. Each agency member of the Policy Board shall have an equal vote.
3. The Chief Law Enforcement Officer of each law enforcement agency and the Yavapai County Attorney may appoint a designee to fill his or her position on the Policy Board.
4. The Chief Law Enforcement Officer of the Prescott Police Department, or his designee, shall serve as the chairperson of the Policy Board.

5. Any participating agency designee shall have the same voting rights as the Chief Law Enforcement Officer or the Yavapai County Attorney.

B. OPERATIONAL COMMAND

Operational command of PANT will be as designated by the PANT Policy Board.

C. PROJECT ADMINISTRATION AND REPORTING

The Prescott Police Department shall assume responsibility for project administrative and financial matters, such as contract administration, accounting, equipment purchase, project evaluation, funding source reports and submission of proposals for further funding. The Prescott Police Department shall establish requirements for the provision of documentation necessary to reimburse participating agencies for grant approved expenditures. All grant-funded expenditures must comply with federal regulations and any grant contracts with the Arizona Criminal Justice Commission.

The Policy Board may, in its discretion, reassign the responsibility for Project Administration and Reporting to another member of PANT.

D. STAFF

Grant funded positions to form PANT will be provided by the law enforcement agencies who have executed this agreement as they deem appropriate.

The PANT Policy Board may change staffing as necessary or available. Personnel selected to fill grant-funded positions shall be chosen in accordance with applicable grant guidelines. Agencies providing grant-funded employees agree to pay the salaries and fringe benefits for said employees and submit documentation, as required by the Prescott Police Department, for reimbursement under the

grant. Agencies receiving grant funds agree to preserve and make available all salary and fringe benefit records for a period of five (5) years from the date of final payment. Agencies providing grant-funded positions shall not use these positions to supplant currently budgeted positions.

E. PROVISION OF EQUIPMENT

Any equipment purchased with federal grant funds shall be disbursed in accordance with the federal guidelines established at the time the grant is terminated. The Policy Board may disburse grant-funded equipment to governmental agencies who are members of PANT, if these agencies provide Prescott Police Department with written assurance that said equipment will be used in the Criminal Justice System and consistent with those objectives outlined in the PANT grant application. Equipment provided by a governmental agency to PANT shall be returned to that agency when the equipment is no longer needed by PANT or the agency terminates its membership in PANT.

**ARTICLE 6 EFFECTIVE DATE AND TERM**

This agreement shall become effective upon the day a fully executed copy is filed in the office of the Secretary of State of the State of Arizona and the County Recorder of Yavapai County, pursuant to A.R.S. §11-952, and shall continue in force until terminated pursuant to Article 7 of this Agreement. The administering agency may disburse grant funds to reimburse trainee costs incurred in anticipation of individual agencies participation in this agreement prior to the effective date.

**ARTICLE 7 TERMINATION**

This Agreement may be terminated at any time by mutual written consent by all parties or by any party terminating the Agreement as to such party by giving no less than 60 days written notice to



the other parties. In the event of such termination, each party shall retain possession of its separately owned equipment and property. Any party whose participation in the Agreement is terminated for any reason prior to the expiration of the participation of the remaining parties shall return any equipment purchased with grant funds to the Policy Board.

This Agreement is subject to cancellation by the parties pursuant to A.R.S. §38-511.

### ARTICLE 8 LIMITATIONS OF LIABILITY

A. For the purpose of Workmen's Compensation, an employee of a party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Intergovernmental Agreement for mutual aid in law enforcement, shall be deemed to be an employee of the party who is his primary employer, the original police agency under whose jurisdiction and control he is working, as provided in A.R.S. §23-1022(D); and, the primary employer/party of such an employee shall be solely liable for payment of Worker's Compensation benefits for the purpose of this section. Each party herein shall comply with provisions of A.R.S. §23-1022(E) by posting the public notice required.

B. Except for purposes of Workers' Compensation, as noted in the preceding paragraph of this Article, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this agreement. Each party shall have the right of contribution against the other parties with respect to liability judgments, should multiple parties under this agreement be found liable. Each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this agreement. This responsibility includes automobile liability. Each party represents that it shall maintain, for the

duration of this Agreement, liability insurance or a suitable program of self insurance.

Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this agreement.

C. Each participating agency shall maintain general liability insurance or self-insurance in an amount not less than a one million dollar policy or its equivalent.

### ARTICLE 9 HUMAN RELATIONS

The Parties, with regard to the work performed by them during their performance under this agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability of familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The parties will not participate, either directly or indirectly, in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 11246 as amended.

### ARTICLE 10 NOTICE

Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees:

Camp Verde Marshal  
Camp Verde Marshal's Office  
P O Box 710  
Camp Verde, Arizona 86322

Chino Valley Chief of Police  
Chino Valley Police Department  
P O Box 406  
Chino Valley, Arizona 86323

Clarkdale Chief of Police  
Clarkdale Police Department  
P O Box 308  
Clarkdale, Arizona 86324

Cottonwood Chief of Police  
Cottonwood Police Department  
816 North Main Street  
Cottonwood, Arizona 86326

Jerome Chief of Police  
Jerome Police Department  
P O Box 335  
Jerome, Arizona 86331

Prescott Chief of Police  
Prescott Police Department  
P O Box 2526  
Prescott, Arizona 86302

Prescott Valley Chief of Police  
Prescott Valley Police Department  
P O Box 25456  
Prescott Valley, Arizona 86312

Sedona Chief of Police  
Sedona Police Department  
391 Forest Road  
Sedona, Arizona 86336

Yavapai County Attorney  
Yavapai County Attorney's Office  
255 East Gurley  
Prescott, Arizona 86301

Yavapai County Sheriff  
Yavapai County Sheriff's Department  
255 East Gurley  
Prescott, Arizona 86301

Director  
Arizona Department of Public Safety  
P O Box 6638  
Phoenix, Arizona 85005

Chief of Police  
Yavapai Apache Nation

IN WITNESS WHEREOF, the Chief Law Enforcement Officer and Chief Executive Officer of the parties hereto have severally given their respective consents authorized by A.R.S. §13-3872, and the parties hereto have executed this agreement by and through their respective officers duly authorized by A.R.S. §11-952(H) the day and year indicated below: