

RESOLUTION NO. 25-39

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PINAL COUNTY MULTI-AGENCY TRAFFIC TASK FORCE.

WHEREAS, the City of Apache Junction ("City"), through its Police Department ("AJPD"), seeks to enhance roadway safety, conduct coordinated traffic investigations and improve interagency cooperation within Pinal County ("County"); and

WHEREAS, the Pinal County Multi-Agency Traffic Task Force ("PCTTF") has been established to support collaborative traffic investigation operations, reduce traffic-related injuries and fatalities, and share resources across participating law enforcement agencies; and

WHEREAS, participation in the PCTTF requires execution of an intergovernmental agreement ("IGA") pursuant to A.R.S. § 11-952; and

WHEREAS, signing the IGA will authorize AJPD personnel to formally participate in PCTTF operations, training, deployments, and collaborative traffic safety initiatives; and

WHEREAS, the mayor and city council find it to be in the best interest of the City, its residents, and the safety of the traveling public to enter into the IGA.

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

- 1) The mayor and city council hereby approve the attached form of the IGA between City and County and the mayor is hereby authorized to sign the agreement.
- 2) The city manager may delegate staff to take any and all actions necessary to effectuate the purpose of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 20__.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 20__.

WALTER "CHIP" WILSON
Mayor

ATTEST:

EVIE MCKINNEY
City Clerk

APPROVED AS TO FORM:



RICHARD J. STERN
City Attorney

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR MULTI-AGENCY PINAL COUNTY TRAFFIC TASK FORCE

This Intergovernmental Agreement (“IGA”) is made and entered into this ____ day of _____, 2025 by and between Pinal County, a political subdivision of the State of Arizona (“County”), on behalf of the Pinal County Sheriff’s Office (“PCSO”) and Apache Junction Police Department (“Department”), City of Apache Junction an Arizona municipal corporation for the participation in the Pinal County Traffic Task Force (“PCTTF”). County and Department may also be referred to herein after as “Party” individually and “Parties” collectively.

RECITALS

- A. A.R.S. §§ 11-951, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provision of services or for cooperative action.
- B. The Parties desire to establish a multi-agency task force to provide appropriate law enforcement action to enforce traffic laws, deter traffic violations and investigate traffic collisions and traffic-related crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the Department.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable considerations, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

- 1. *Department* means a police department in a city or town incorporated in Pinal County or a Native American community or reservation in Pinal County, Arizona.
- 2. *Officer* means a Deputy Sheriff or Police Officer certified by the Arizona Peace Officers Standards and Training Board (POST).
- 3. *PCTTF* means the Pinal County multi-agency traffic task force.
- 4. *Commander* means the person designated by the Sheriff to command the PCTTF during PCTTF training or PCTTF operations.
- 5. *PCTTF Participant(s)* means the group that includes the Pinal County Sheriff and the chief of police of each department then participating in this IGA or the Department head's designee.

II. Purpose. The purpose of this IGA is to provide appropriate law enforcement action to enforce traffic laws, deter traffic violations and investigate traffic collisions and traffic-related crimes by a team of officers having specialized focus, training, skills, abilities and resources desired to perform these law enforcement actions, as determined by the Sheriff and/or Chief of Police of the Department.

III. Duration, Renewal and Termination. This PCTTF IGA shall be in **duration** for a period of five years from the date of signature by the Parties. This IGA may be **renewed** by mutual written agreement of the Parties. Either Party to the agreement may **terminate** its participation in the agreement by giving the other Party 30 calendar days’ written notice of its intent to terminate participation. **However**, periodic or temporary withdrawal of an Officer, Paramedic or employee from participation shall not constitute termination.

IV. Control and Supervision. The PCTTF Participants shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the PCTTF and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the PCTTF’s function or operations.

By written appointment, the Sheriff, or the Sheriffs designee, shall appoint the PCTTF Commander from among Arizona POST Certified PCSO employees. Upon advice of the PCTTF Commander, the Sheriff may in his sole discretion decline, refuse or revoke the participation of an individual officer's membership in the PCTTF. The PCTTF commander shall direct and supervise all team member selection, training and operational activities during actual PCTTF activities or operations as provided in the PCTTF Policies and Procedures.

V. Responsibility for Damages. Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such PCTTF Participant's officers or other employees during that PCTTF Participant's participation in the PCTTF and/or during the course of rendering mutual PCTTF law enforcement assistance and otherwise, as provided by law.

VI. Insurance. Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA. In addition to any insurance coverage required by this IGA, 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 IGA. 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.

VII. Indemnification and Joint Defense.

- A. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, including that the Indemnitor will defend and indemnify the Indemnitee from any and all acts or omissions by Indemnitor's officers, agents, staff, personnel, and/or volunteers when operating or utilizing Indemnitee's equipment. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C. The obligations under this Section shall survive the termination of this IGA.

VIII. Investigations of PCTTF Team/Member Action. If any investigation is necessary, communication and cooperation among PCSO and all involved participating in Departments is paramount, and the decision-making process should promote the best interests of all Departments involved. PCSO, through the PCTTF Commander, will work closely with each agency that has involved PCTTF team-member in the handling of any incident requiring investigation. Investigations shall be administered accordingly:

- A. If a criminal investigation involving the actions of a PCTTF team member is appropriate and necessary, the Pinal County Sheriff, in consultation with the participating Departments, will take charge of any such criminal investigation. The Pinal County Sheriff, in consultation with the involved Department(s), may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- B. If an administrative investigation is appropriate and necessary that involves PCTTF team member actions that allegedly violate any policies, procedures or standards of the PCTTF (i.e. as provided in the PCTTF Standard Operating Manual), the Pinal County Sheriff, in consultation with the involved Department(s), will take charge of such administrative investigation. The Pinal County Sheriff may refer such an investigation to an outside agency or organization as deemed necessary or appropriate by the Sheriff.
- C. If an administrative investigation is appropriate and necessary involves PCTTF team member actions that allegedly violate any policies, procedures or standards of the member's employing agency (i.e. as provided in the PCTTF member's Department policies), the officer's employing agency shall be responsible for the administrative investigation. To the extent the matter involves personnel from more than one department, certain expertise is needed, or the scope exceeds the capability of the involved participating Department(s), the Pinal County Sheriff, in consultation with the involved participating Department(s), may refer such an investigation to an outside agency or organization.

- IX. Equipment, Materials and Vehicles.** Each Party will assure that its participating PCTTF Officers, are supplied with or issued a vehicle and the equipment specified in the PCTTF Policies and Procedures. Except as expressly authorized by a Party, each Party agrees to avoid using the other Party's materials and/or equipment for purposes not directly associated with this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.
- X. Finances.** Except as otherwise expressly provided in a related funding agreement between the Parties (see Section XII of this IGA), each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation on the PCTTF. Grant funding and Anti-Racketeering (RICO) funds, when available, may be used to finance the PCTTF training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant or RICO distribution to the PCTTF.
- XI. Existence and Application of Other Agreements.** To the extent applicable, the Parties agree that this IGA does not negate each Party's respective obligations and responsibilities imposed by a current agreement(s) between the Parties providing for grants and/or other funding for a Party's PCTTF participation.

XII. General Terms

- A. NOTICES:** Any notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Department: Michael Pooley, Chief of Police
Apache Junction Police Department
300 E Superstition
Apache Junction Az 85119

If to County: Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

- B. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a participant in this Agreement.
- C. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- D. GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- E. NONASSIGNMENT:** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- F. SEVERABILITY:** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- G. CONFLICTS OF INTEREST:** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- H. OTHER DUTIES IMPOSED BY LAW:** Nothing in this Agreement shall be construed as relieving the involved

public agencies of any obligation or responsibility imposed on it by law.

- I. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- J. E-VERIFY, RECORDS AND AUDITS: To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- K. ISRAEL BOYCOTTS: To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each Party is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.
- L. INTERPARTY DISPUTE RESOLUTION: If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) calendar days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each Party agrees to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold social security and income taxes for itself or any of its employees.
- P. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. MODIFICATION: This Agreement shall not be modified or extended except by a mutually signed written agreement.
- S. ENTIRE AGREEMENT: This Agreement, including by this reference the PCTTF Policies and Procedures

constitutes the entire Agreement between PCSO and each Department, and may not be modified except by written addendum.

IN WITNESS WHEREOF, the Parties have executed this IGA by signing their names on the day and date first written above.

For Pinal County:

By: _____
Chair, Pinal County Board of
Supervisors

Date

Attest:

Clerk of the Board

Date

Approve:

By: _____
Pinal County Sheriff

For Department:

By: _____
Chip Wilson, Mayor
City of Apache Junction

Date

Attest:

Evie McKinney, City Clerk
City of Apache Junction

Date

Approve:

By: _____
Michael Pooley, Chief
Apache Junction Police Department

**Approve as to Form: Approve as to Form: I have read this
Agreement and have determined it is in proper form and is entered
into within the powers of authority granted
under the laws of the State of Arizona.**

Deputy County Attorney

Richard J. Stern, Attorney
City of Apache Junction