

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PINAL COUNTY  
BY AND THROUGH THE PINAL COUNTY SHERIFF'S OFFICE  
AND  
THE CITY OF MARICOPA  
BY AND THROUGH THE CITY OF MARICOPA POLICE DEPARTMENT  
FOR SALE AND PURCHASE OF MOBILE COMMAND VEHICLE**

This Intergovernmental Agreement ("Agreement") is made and entered into this 2<sup>nd</sup> day of February, 2022 by and between Pinal County, a political subdivision of the state of Arizona ("County"), by and through the Pinal County Sheriff's Office ("PCSO"), Pinal County, Arizona, and the City of Maricopa, a municipal corporation and governmental subdivision of the State of Arizona ("City") by and through the City of Maricopa Police Department, Pinal County, AZ ("MPD"), for the purpose of selling a 2005 ALF Rescue Master Mobile Command Vehicle ("Vehicle") to the County. The County and the City may also be referred to hereinafter individually as "Party" individually and "Parties" collectively.

**RECITALS**

**WHEREAS**, pursuant to A.R.S. §§ 11-951, *et seq.* and A.R.S. §§ 9-402, *et seq.*, the County and the City are authorized to enter into this Agreement to transfer ownership of the Vehicle to the County for use by PCSO; and

**WHEREAS**, the Parties desire to execute this transfer of ownership and the Parties agree that there is a valid public purpose served by the transfer of the Vehicle described in this Agreement; and

**WHEREAS**, the Parties agree that it is economically advantageous to the Parties to transfer ownership from the City to the County as further described herein; and

**WHEREAS**, the Parties have agreed upon the terms and conditions stated in this Agreement and both recommend approval of this Agreement by the Pinal County Board of Supervisors and the City of Maricopa City Council.

## AGREEMENT

**NOW THEREFORE**, the Parties, in consideration of the mutual covenants and agreements contained herein, agree as follows:

### 1. PURPOSE.

The purpose of this Agreement is to transfer ownership of the Vehicle described below from the City to the County on behalf of PCSO. The Vehicle provides PCSO a much-needed platform to allow for the negotiations component of PCSO's tactical team (SWAT) to utilize during high-risk incidents, including but not limited to:

- A. The Vehicle will be used as a small incident command post that provides workspace specifically for negotiations in accordance with the national standard that the negotiations post component be physically separate from the tactical command post component to ensure secure communications, intelligence research, and actual negotiations without interruptions or background noise.
- B. The Vehicle will also function as a rehabilitation area when not used for negotiations to provide rest, rehabilitation and separation of tactical personnel during both training and actual incident.
- C. This Vehicle is an additional important piece of technology to the primary incident command post for high-risk incidents or large events security and surveillance, such as large music festivals, or natural disasters or emergencies, such as hurricanes or tornadoes that necessitate higher frequency use and involvement by multiple law enforcement and other public safety agencies across multiple jurisdictions.

The Vehicle's specifications, age and condition are as follows:

- A. Make: ALF Rescue Master
- B. Model: Incident Command Vehicle
- C. Body Type: combination walk-in and walk-around style
- D. Body Color: gray
- E. Year: 2005
- F. Odometer Reading in miles: 19,982
- G. Vehicle Identification Number (VIN): 4Z3HAACK65RV28572

**2. TERMS and CONDITIONS.**

**A. Vehicle Condition:** The County acknowledges and agrees that it takes the Vehicle, and any accessory, part, and addition therein and thereon and modification thereto, in **as is** condition. By accepting ownership and possession of the Vehicle, the County assumes all liabilities as to the condition of the Vehicle given that the County through PCSO has inspected the Vehicle, and as owner, accepts and assumes any and all liability for the Vehicle and agrees to indemnify, defend and hold the City harmless, to the maximum extent possible by law, from and against any and all claims, losses liability, costs, or expenses (including reasonable attorney fees) arising out of bodily injury or death of any person or any property damage caused by or arising out of the Agreement or from the County's use, possession and/or ownership of the Vehicle, and any accessory, part, and addition therein and thereon and modification thereto. The provisions of this paragraph shall survive the termination of this Agreement.

In particular, the City makes no warranty or representation about the performance ability of the Vehicle, about its present state of repair, condition or maintenance, or its ability to function in any respect.

**B. Consideration:**

The total purchase price of \$60,000.00 is to be paid by the County to the City by cashier's check, money order or other instrument acceptable to the City at the time of delivery of the Vehicle.

**C. The Parties' Obligations:**

**(1.) The City agrees to the following:**

- i. Release any and all ownership and possessory interests in the Vehicle upon execution of this Agreement by both Parties, and after receipt of full payment and delivery of the Vehicle to the County.
- ii. Cooperate in the transfer of ownership and possession of the Vehicle in its entirety to the County within a reasonable time after execution of this Agreement by the Parties.
- iii. Upon receipt of payment as provided below, will provide the following documents to the County:
  - Certificate of Title (including Odometer Disclosure Section) signed by the appropriate City representative.
  - The Vehicle's current registration for the Vehicle.

**(2.) The County agrees to the following:**

- i. In exchange for the Vehicle, the County will pay the City the sum of \$60,000.00 by cashier's check, money order or other instrument acceptable to the City at the time of delivery of the Vehicle.
- ii. Accept and agree to the acknowledgements, obligations and responsibilities set forth in this Agreement.
- iii. Timely complete each and every performance necessary to secure and take physical possession of the Vehicle.
- iv. Pay any and all costs associated with dismantling, securing and taking physical possession of the Vehicle.
- v. Acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by the City on the Vehicle shall be canceled upon delivery of the Vehicle to, and the acceptance of the Vehicle by the County.

### **3. 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. 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 Agreement.

### **4. General Terms.**

- A. **Modifications.** This Agreement shall not be modified, except by written addendum, mutually agreed upon and signed by both Parties and shall be attached to this Agreement at such time.
- B. **Notices.** Any notices to the other Party required under this Agreement shall be in writing and

sent to the following personnel:

**If to City:** James Hughes  
Chief of Police  
City of Maricopa Police Department  
39700 West Civic Center Plaza  
Maricopa, AZ 85138

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

- C. 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 party to this Agreement.
- D. 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.
- E. 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.
- F. Non-assignment.** 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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) 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 bear its own costs of mediation, and 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.
- 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 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.
- P. 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.

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

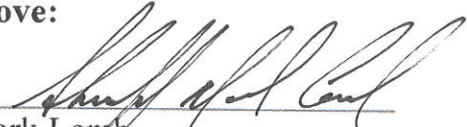
\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**Approve:**

By:   
Mark Lamb  
Pinal County Sheriff  
Pinal County Sheriff's Office

2/9/2022  
Date

**For City:**

By: \_\_\_\_\_  
Mayor, City of Maricopa

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

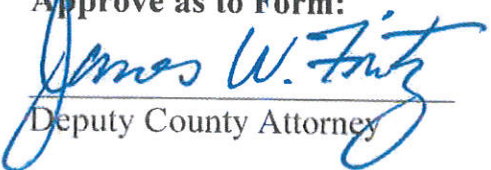
\_\_\_\_\_  
Date

**Approve:**

By: \_\_\_\_\_  
James Hughes  
Chief of Police  
City Of Maricopa Police Department

\_\_\_\_\_  
Date

**Approve as to Form:**

  
Deputy County Attorney

**Approve as to Form:**

\_\_\_\_\_  
City Attorney