

MEMO

TO: City Staff and City Council

FROM: Mark Goodman, Chief of Police

DATE: April 24, 2025

RE: Transfer of Police Motorcycle from the City of Eloy

Summary:

This memorandum requests City Council approval of an intergovernmental agreement regarding the transfer of a police motorcycle from the City of Eloy Police Department to the City of Maricopa Police Department.

Background:

In April of 2025, a Maricopa Police Department police motorcycle suffered an engine failure while one of our officers was riding the vehicle in normal conditions. The failure was unexpected and led to the motorcycle being transported to a repair facility.

A preliminary diagnosis of the motorcycle revealed that the engine will require extensive repair. As such, there is a likelihood the motorcycle will no longer be serviceable without extensive repairs, the cost of which may exceed its value. This leaves the department's Traffic Unit short a motorcycle for traffic enforcement and responding to calls for service.

The City of Eloy Police Department recently conducted an assessment of its police motorcycle fleet and traffic enforcement program. During the assessment, it was determined that the Eloy Police Department no longer is in need of a serviceable 2015 BMW police motorcycle and would like to transfer ownership of the surplus motorcycle to the Maricopa Police Department at no cost to the city. This item is on the City of Eloy City Council agenda for approval on April 28, 2025. Please see attached City of Eloy City Council agenda item.

If approved, the transfer of the police motorcycle would occur via an intergovernmental agreement (IGA). The IGA, which has been vetted and approved by our City Attorney, is also attached for reference.

Recommendation:

Council approve an IGA between the City of Maricopa and the City of Eloy for the transfer of a used police motorcycle during its regular meeting on May 20, 2025.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.B.**

Date: **4/28/2025**

Date submitted:
04/15/2025

Action: Formal

Subject: Consideration of an Intergovernmental Agreement (IGA) between the City of Eloy and the City of Maricopa for the Transfer of a Used Law Enforcement Vehicle and Equipment

Date requested:
4/28/2025

TO: Mayor and City Council

FROM: Sergio Banales, Police Chief

RECOMMENDATION:

Council approve an IGA between the City of Eloy and the City of Maricopa for the transfer of a used law enforcement vehicle and equipment, and authorize the City Manager to sign documents necessary to facilitate the transfer of ownership from the City of Eloy to the City of Maricopa.

DISCUSSION:

The Eloy Police Department requests City Council authorization to enter into an Intergovernmental Agreement (IGA) with the City of Maricopa for the transfer of a used law enforcement vehicle and equipment. The Department currently maintains a fleet of six police motorcycles: three (3) older Honda motorcycles previously received at no-cost from the Arizona Department of Public Safety (AZDPS); and three (3) BMW motorcycles, one of which was purchased using grant funds, and two received at no-cost from AZDPS.

Following a recent assessment of our traffic enforcement program, Chief Banales has determined that only the two newest BMW motorcycles are needed to meet the Department's current operational needs. As a result, the Department has identified one surplus motorcycle available for transfer.

The Maricopa Police Department has expressed interest in acquiring the surplus motorcycle to replace one of their own that was recently totaled. If approved, this IGA will authorize the transfer of ownership of a 2015 BMW RT1200 (VIN: WB10A1303FZ192966) from the Eloy Police Department to the Maricopa Police Department.

This proposed transfer supports Interagency cooperation and will allow the City of Maricopa to meet its traffic enforcement needs. It will also enable the Department to avoid the administrative costs typically incurred by disposing of the motorcycle through a traditional surplus auction.

FISCAL IMPACT:

There is no fiscal impact to the Department to facilitate the transfer of ownership of the police motorcycle to the Maricopa Police Department.

Approved as to Form:

A handwritten signature in dark ink, appearing to read "Stephen R. Cooper", written over a horizontal line.

Stephen R. Cooper, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF
CITY OF ELOY USED LAW ENFORCEMENT VEHICLES
AND EQUIPMENT TO THE CITY OF MARICOPA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between THE CITY OF MARICOPA, ARIZONA, an Arizona municipal corporation (hereinafter referred to as "MARICOPA"), and the CITY OF ELOY, ARIZONA, an incorporated Arizona CITY (hereinafter referred to as "ELOY"), both of which are referred to collectively as the "Parties" or individually as a "Party".

RECITALS

- A. ELOY is in possession of a used vehicle (the "vehicle") and miscellaneous equipment set forth in "Exhibit A" to this Agreement.
- B. MARICOPA is in need of vehicles and used equipment for law enforcement functions.
- C. ELOY has the desire and the ability to assist MARICOPA.
- D. Cooperation would result in MARICOPA's obtaining a vehicle and law enforcement equipment from ELOY, and ELOY would avoid the additional expenditure of public funds for disposing of the vehicle and equipment by directly relinquishing ownership to MARICOPA.
- E. There is a need for cooperation between MARICOPA and ELOY in law enforcement issues.
- F. This Intergovernmental Agreement ("IGA") will promote efficiency in the use of public funds and will encourage future cooperation between both public entities.
- G. Pursuant to Arizona Revised Statutes Annotated ("A.R.S.") §11-951 *et seq.*, the Parties are authorized to enter into intergovernmental agreements for the purposes of exchanging property and taking joint or cooperative action.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. MARICOPA's Obligations

- A. Accept vehicle ownership transfer documents from ELOY, forward to the Arizona Department of Transportation, Motor Vehicle Division ("MVD"), and provide conformed copies to ELOY.
- B. Pick up any offered vehicle and equipment, as defined in Exhibit A, at the ELOY Police Department and transport it to MARICOPA. A.
- C. No later than 30 days after receipt of the vehicle and equipment, remove or cause to remove all "ELOY Police Department or CITY of ELOY" insignias, seals and other markings on used vehicle, replace with "CITY of MARICOPA Police Department or CITY of MARICOPA" decal/insignias, or other markings clearly indicating that such vehicle is a law enforcement vehicle and is to be used exclusively for law enforcement purposes. Allow ELOY to inspect the vehicle after delivery to MARICOPA and provide visual proof of complying with this section.
- D. Provide accounting of received vehicle and equipment to ELOY at the time of receipt of any transferred vehicle and equipment.

2. ELOY's Obligations

- A. Execute the appropriate MVD change of ownership/transfer documents and provide original copies to MARICOPA for the vehicle.

3. Indemnification.

- A. By MARICOPA. After accepting the vehicle and equipment, set forth in Exhibit A, to the extent permitted by law, MARICOPA covenants and agrees to fully indemnify, hold harmless and defend ELOY and its Mayor and CITY Council, officers, agents, servants and employees from and against any and all claims or actions of whatsoever kind of character, whether real or asserted, arising out of or in connection with the vehicle and

equipment, except to the extent such claims or suits arise out of or are based upon acts or omissions by ELOY or its Mayor and CITY Council, officers, employees or agents. If any action or claim shall be brought or asserted against ELOY or its Mayor and CITY Council, officers, agents, servants or employees for which indemnity may be sought from MARICOPA, then ELOY, or any such person, shall promptly notify MARICOPA in writing. MARICOPA shall, within ten (10) working days of receiving such notice, assume the defense thereof, and the payment of all expenses, including any attorney fees and all court costs that shall be paid as incurred. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether passive or active, on the part of MARICOPA, its Mayor and CITY Council, officers, employees and agents. This section shall survive the expiration or early termination of this Agreement.

- B. By ELOY. To the extent permitted by law, ELOY covenants and agrees to fully indemnify, hold harmless and defend MARICOPA and its Mayor and CITY Council, officers, agents, servants and employees from and against any and all claims or actions of whatsoever kind of character, whether real or asserted, arising out of or in connection with the vehicle and equipment, except to the extent such claims or suits arise out of or are based upon acts or omissions by MARICOPA or its Mayor and CITY Council, officers, employees or agents. If any action or claim shall be brought or asserted against MARICOPA or its Mayor and CITY Council, officers, agents, servants or employees for which indemnity may be sought from ELOY, then MARICOPA, or any such person, shall promptly notify ELOY in writing. ELOY shall, within ten (10) working days of receiving such notice, assume the defense thereof, and the payment of all expenses, including any attorney fees and all court costs that shall be paid as incurred. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether passive or active, on the part of ELOY, its Mayor and CITY Council, officers, employees and agents. This section shall survive the expiration or early termination of this Agreement.

4. Duration of Agreement/Termination. This Agreement shall be valid upon execution and shall continue until the vehicle and equipment is delivered and accepted, unless either Party terminates this Agreement for any reason upon sixty (60) days' written notice to the other Party by overnight delivery service or first-class certified mail, postage prepaid, addressed to the other Party as set forth in Section 9 of this Agreement.

5. **Binding Effect.** The obligations and rights created in this Agreement are binding upon and shall inure to the benefit of the Parties and their successors, assigns and legal representatives. Neither Party may assign its rights under this Agreement without the prior written approval of the other Party. Such successor or assignee shall assume, in writing, all duties and obligations hereunder of the prior Party and shall further agree to be bound by and to fully perform the terms of this Agreement.

6. **Entire Agreement.** This Agreement and any attachments represent the entire agreement between MARICOPA and ELOY and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

7. **Severability.** MARICOPA and ELOY each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring MARICOPA to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or CITY code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

8. **Governing Law, Venue and Attorney Fees.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or for removal to federal court. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection

expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action

9. Notices. All notices and insurance certificates required under this Agreement shall be sent as follows:

If to MARICOPA:

CITY of MARICOPA Police Department
39700 W. Civic Plaza Center
MARICOPA, AZ 85138

If to ELOY:

CITY of Eloy Police Department
630 N. Main Street
ELOY, AZ 85131

10. Conflicts of Interest This Agreement is subject to, and may be terminated by CITY in accordance with, the provisions of A.R.S. § 38-511.

11. Acknowledgment of Representation of Legal Counsel. The parties each acknowledge that they are represented by legal counsel and that legal counsel did not negotiate this Agreement but has reviewed this Agreement as to form and State law requirements for Intergovernmental Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF ELOY, an incorporated Arizona
CITY

By: _____
Andrew Sutton, Mayor

ATTEST:

Celine Kidwell, CITY Clerk

THE CITY OF MARICOPA,
ARIZONA, an Arizona municipal
corporation

By: _____
Nancy Smith, Mayor

ATTEST:

Vanessa Bueras, CITY 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.

Stephen R. Cooper, ELOY CITY 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.

Denis Fitzgibbons, MARICOPA CITY Attorney

Date

EXHIBIT "A"

2015 BMW RT1200 Motorcycle
Vehicle Identification Number (VIN) WB10A1303FZ192966

