

**INTERGOVERNMENTAL AGREEMENT FOR MULTI-AGENCY
PINAL REGIONAL SPECIAL INVESTIGATIONS UNIT**

This Intergovernmental Agreement (**IGA** or **Agreement**) is made and entered into this 13 day of January, 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 the City of Eloy, a municipal corporation of the State of Arizona, acting by and through the Eloy Police Department ("**Department**"), for participation in the Pinal Regional Special Investigations Unit ("**PRSIU**"). County and Department may also be referred to hereinafter as "Party" individually, and "Parties" collectively.

RECITALS

WHEREAS, A.R.S. §§ 11-951, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provision of services or for cooperative action; and

WHEREAS, the Parties desire to establish a multi-agency task force to respond to, investigate, and report officer involved critical incidents, including but not limited to, discharge of a firearm by an officer in a use of force encounter and/or involving use of or intended use of deadly force by an officer during an on-duty or off-duty incident while acting under the color of law towards any other person; and

WHEREAS, effective July 1, 2025, ARS § 41-1762 requires that critical incident investigations be referred either to the Arizona Department of Public Safety Critical Incident Bureau, a Regional Law Enforcement Task Force, or another Law Enforcement Agency to investigate critical incidents in the State of Arizona.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, 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. **PRSIU** means the Pinal Regional Special Investigations Unit.
4. *Supervisor* means the person designated by the Sheriff to supervise the **PRSIU** during **PRSIU** training or **PRSIU** operations.
5. *PRSIU 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 that department head's designee.

II. Purpose. The purpose of this IGA is to state the terms and conditions under which the Parties, through their law enforcement agencies, will form and maintain the **PRSIU**.

III. Duration, Renewal and Termination. This IGA shall be in effect for a period of five (5) 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 this IGA by giving the other Party 30-days' written notice of its intent to terminate participation.

IV. Control and Supervision. A Governing Board ("Board") shall be formed consisting of the Pinal County Sheriff or designee, the Chief of the City of Eloy Police Department or designee, and the Pinal County Attorney or designee. The Board shall establish the **PRSIU** Standard Operating Manual, policy, approve procedures, and oversee operational and administrative matters of concern to the **PRSIU**, including but not limited to, a process for selecting a lead investigator to manage each investigation, and to select detectives, officers and deputies trained and experienced in gathering evidence and conducting criminal investigations, and necessary support staff. The Board shall elect a chairperson based on a vote of the majority. The Board shall meet not less than quarterly

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

By written appointment, the Sheriff, or the Sheriff's designee, shall appoint the **PRSIU** Supervisor from among Arizona POST Certified PCSO employees. Upon advice of the **PRSIU** Supervisor, the Sheriff, in consultation with the Police Chief of the City of Maricopa Police Department, may in his sole discretion decline, refuse or revoke the participation of an individual officer in the **PRSIU**. In these cases, the Sheriff or his designee will communicate this action with the Chief of the City of that individual officer's department. The **PRSIU** supervisor shall direct and supervise all team member selection, training and operational activities during actual **PRSIU** activities or operations as provided in the **PRSIU** Standard operating Procedures.

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.

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 PRSIU Team/Member Action. If any investigation of the actions of the **PRSIU** or any team member thereof is necessary, communication and cooperation among PCSO and all involved **PRSIU** Participants is paramount, and the decision-making process should promote the best interests of all departments involved. PCSO, through the **PRSIU** Supervisor, will work closely with each **PRSIU** Participant that has an involved **PRSIU** 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 **PRSIU** team member is appropriate and necessary, the Pinal County Sheriff, in consultation with the involved **PRSIU** Participants, will take charge of any such criminal investigation. The Pinal County Sheriff, in consultation with the involved **PRSIU** Participant(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 involving the actions of a **PRSIU** team member that allegedly violate any policies, procedures or standards of the **PRSIU** (i.e. as provided in the **PRSIU** Standard Operating Manual) is appropriate and necessary, the Pinal County Sheriff, in consultation with the involved **PRSIU** Participant(s), will take charge of such administrative investigation. The Pinal County Sheriff may refer such an investigation to an outside agency or department as deemed necessary or appropriate by the Sheriff.
- C. If an administrative investigation involving the actions of a **PRSIU** team member that allegedly violate any

policies, procedures or standards of the member's employing agency (i.e. as provided in the PRSIU Participant's police department policies) is appropriate and necessary, the officer's employing agency, shall be responsible for the administrative investigation. To the extent the matter involves personnel from more than one PRSIU Participant, certain expertise is needed, or the scope exceeds the capability of the involved PRSIU Participant(s), the Pinal County Sheriff, in consultation with the involved PRSIU Participant(s), may refer such an investigation to an outside agency or department.

- IX. Equipment, Materials and Vehicles.** Each Party will assure that its participating PRSIU officers are supplied with or issued a vehicle and the equipment specified in the PRSIU Standard Operating Manual. Except as expressly authorized by the owner-party, each PRSIU Participant agrees to avoid using another PRSIU Participants materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the owner of the equipment and/or materials. However, this provision shall not be construed to prohibit any use of materials or equipment of another PRSIU Participant 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 PRSIU Participants (see Section XII of this IGA), each PRSIU Participant agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation on the PRSIU. Grant funding and Special Revenue funds, when available, may be used to finance the PRSIU training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant or special revenue distribution to the PRSIU.
- 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 grant and/or other funding for a Party's PRSIU 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 City/Town: City of Eloy Police Department
Attn: Chief Sergio Banales
630 N Main Street
Eloy, Arizona 85131

If to County: Chief Deputy Matthew Thomas
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 party to 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 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' 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 who work under this Agreement to ensure that the other party is 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 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) 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.
- 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 constitutes the entire agreement between the Parties, 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

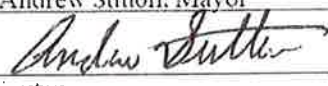
Approve:

By:  _____
Pinal County Sheriff

Approve as to Form:

Deputy County Attorney

For City of Eloy:

By: Andrew Sutton, Mayor

Signature

January 13, 2025
Date

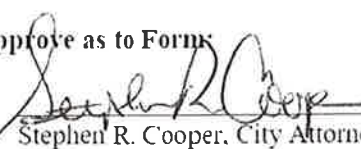
Attest:


~~Mary Myers, City Clerk~~
David Malewitz, Interim City Clerk
January 13, 2025
Date

Approve:

By:  _____
Chief Sergio Banales, Eloy Police Department

Approve as to Form:


Stephen R. Cooper, City Attorney