

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BY AND BETWEEN
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,
UTAH
FOR POLICE SERVICES**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement” or “IGA”) is entered into by and between the Town of Colorado City, Arizona (“Colorado City”) and the Town of Apple Valley, Utah (“Apple Valley”) and is as follows:

RECITALS

WHEREAS, Colorado City and Apple Valley (collectively “Parties”, and individually a “Party”) are mutually interested in providing cost effective public services; and

WHEREAS, pursuant to A.R.S. § 9-240 & A.R.S. § 11-952, Colorado City, as an Arizona town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

WHEREAS, pursuant to Utah Code Ann. § 11-13-201 & §11-13-202 (1953 as amended), Apple Valley, as a Utah city, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

WHEREAS, Colorado City staffs and operates a police department with the equipment and manpower necessary to provide such services within the geographical limits of both Colorado City and Apple Valley: and

WHEREAS, Apple Valley and Colorado City are located in close proximity to one another and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide law enforcement services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare of both communities; and

WHEREAS, the Parties also recognize that this Agreement must satisfy the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. §11-13-101 *et seq*; and

WHEREAS, Apple Valley and Colorado City desire to operate their police departments under an intergovernmental agreement and cooperation and mutual operation would be advantageous for both Parties.

NOW, THEREFORE, COLORADO CITY AND APPLE VALLEY AGREE AS FOLLOWS:

1. TERM

The term of this Agreement will be from the 1st day of July , 2026, until one of the Parties to the IGA provides the other Party with a written Notice to Terminate this Agreement at least three (3) months prior to the desired termination of the IGA. Upon termination of this Agreement, all equipment and property shall revert back to the owner. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

2. ADMINISTRATION AND OPERATION

- a. A Police Chief who shall provide for the administration of this IGA shall be hired by the Town of Colorado City as its employee.
- b. The Police Chief shall present department policies for approval by Apple Valley and Colorado City Councils with each policy to apply within that Party’s jurisdiction while being as similar as possible under applicable Arizona and Utah laws. If the Police Chief does not agree with a policy proposed by Apple Valley staff, such disagreement shall be submitted to the Apple Valley manager and the Colorado City manager for resolution.
- c. The Police Chief shall coordinate with the Town Managers and Councils in frequent communication regarding department practices and activities undertaken pursuant to this

Agreement.

- d. Colorado City shall employ and supervise all police officers necessary and provide support services, vehicles, equipment and supplies necessary for the operation of the Colorado City's Police Department ("Department").
- e. The Police Chief shall supervise all police officers and personnel of the Department. Personnel shall be subject to the human resources and personnel policies of Colorado City as well as the Department policies.
- f. Police Officers acting within Apple Valley or the state of Utah shall have all rights, duties and authority for law enforcement granted to or delegated to Apple Valley under applicable Utah law.
- g. Colorado City law enforcement personnel (collectively "Police Officers") acting within the Town or the state of Arizona shall have all rights, duties and authority for law enforcement granted to or delegated to Town under applicable Arizona law.
- h. All law enforcement services within Apple Valley and the state of Utah shall comply with applicable ordinances, regulations, laws and other requirements of Apple Valley, the State of Utah and the United States. All officers carrying out law enforcement duties within Apple Valley and the state of Utah under this Agreement shall have the qualifications required by law, subject to the provisions of Utah Code Ann. §11-13-202 and §11-13-203.5.
- i. All law enforcement services within Colorado City and the state of Arizona shall comply with applicable ordinances, regulations, laws and other requirements of Colorado City, the State of Arizona and the United States. All officers carrying out law enforcement duties under this Agreement within Colorado City or the state of Arizona shall have the qualifications required by Arizona law, subject to the provisions of A.R. S. §41-1823.
- j. Colorado City shall keep records of all law enforcement activities and expenses incurred under the terms of this Agreement and shall make public and available all such records that are not confidential or restricted, pursuant to applicable Utah or Arizona law, based upon

where the activity occurred.

- k. Apple Valley may offer to provide such additional personnel, furniture, fixtures and equipment as it's Council deems appropriate; provided, however, that as a condition precedent to any Apple Valley personnel providing Colorado City assistance in connection with this Agreement, the managers of Apple Valley and the Colorado City must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Colorado City and Apple Valley personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

3. FINANCING AND BUDGET

- a. Apple Valley agrees to compensate Colorado City for its costs in providing the service pursuant to this Agreement according to the following:

Apple Valley will initially pay Colorado City, thirty thousand dollars (\$30,000) per year, this will include the first seven police cases taken per month (highway crashes on SR59 will be excluded from the police calls for service). Additional calls will be billed at a rate of \$75.00 dollars per officer per call. These rates will be reviewed and updated annually. Compensation shall be paid on a quarterly basis in the amount of seven thousand five hundred dollars (\$7,500) and reviewed for adjustment at the beginning of each fiscal year that the Agreement is in force.

- a. Monthly payments made by Apple Valley to Colorado City pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. §10-5-101 et seq. or §10-6-101 et seq. (1953, as amended) as applicable. Each Party shall establish and maintain a budget for law enforcement services and shall provide a copy of said budget to each other upon completion. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement.
- b. As per A.R.S. §23-1022, any employee working within the jurisdictional boundary of the other Party, pursuant to this Agreement, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of

the Parties either for Apple Valley in Utah or for Colorado City in Arizona, as directed by the Police Chief. Each Party shall provide the notice required by A.R.S. § 23-1022. E.

- d. As per U.C.A. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the ICA) while performing functions under this Agreement whether within the territorial limits of the Apple Valley or the territorial limit of the Colorado City. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing funding under this Agreement.

4. PARTIES TO RETAIN SEPARATE IDENTITIES

- a. Notwithstanding the provisions of this Agreement, each Party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated police department operations are intended.

5. POLICE FACILITY

- a. The main police facility will be located at 50 North Colvin Street, Colorado City, Arizona (the “Facility”).
- b. Colorado City as the lease holder of the Facility shall be responsible for building and grounds maintenance, taxes, repairs, and utility services. By entering into this Agreement, Apple Valley assumes no responsibility whatsoever in relation to the Facility.
- c. In addition to the insurance requirements of Section 7, Colorado City shall be responsible to maintain property and, general liability insurance for the Facility and contents and for acts and omissions occurring in the Facility.

6. MUTUAL INDEMNIFICATION

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.
- b. The Parties shall give to each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

7. IMMUNITY

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), under Arizona Revised Statutes Title 12, Chapter 7, Article 2 or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the law enforcement officer’s own jurisdiction, each law enforcement officer shall possess the same immunities and privileges as if the duties were performed within the officer’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but

not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

8. OBLIGATIONS

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

9. FILING

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

10. INSURANCE

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between Parties.
- c. Officers acting in Apple Valley, in the state of Utah shall be covered by Apple Valley liability insurance and Officers acting in the state of Arizona shall be covered by Colorado City liability insurance. If a claim is filed against both insurance carriers, representatives of the carriers shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate

payment of possible litigation expenses and damages, as set forth more fully in the Joint Defense Agreement required pursuant to Section 6.b of this Agreement. The obligations under this Section 7.c shall survive termination of this Agreement,

11. SEVERABILITY AND CONFLICTS OF INTEREST

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this Agreement shall be construed to be a waiver of any such right or as impairing any such right.

12. AMENDMENTS AND INTEGRATION.

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.
- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both parties.
- d. No Party to this Agreement may assign any right, claim, interest, or duty it may have under this Agreement.

13. GENERAL TERMS

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys

any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.

- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.
- d. This Agreement may be canceled pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

DATED this _____ day of _____, 2026.

Howard Ream, Mayor
Town of Colorado City

Michael Farrar, Mayor
Town of Apple Valley

ATTEST:

ATTEST:

Shirley Zitting, Town Clerk

Jenna Vizcardo, Town Recorder

APPROVED AS TO FORM AND SUBSTANCE:

Mangum, Wall, Stoops & Warden
Colorado City Attorney

Heath Snow
Town of Apple Valley Attorney