

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

WHEREAS, Colorado City and Hildale City (“Parties”) 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. S 11-13-201 & 11-13-202 (1953 as amended), Hildale City, 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 Hildale City; and

WHEREAS, Hildale City and Colorado City are located contiguous 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 police protection 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, Hildale City and Colorado City currently operate under an IGA, and this continued cooperation and mutual operation would be advantageous for both parties.

NOW, THEREFORE, COLORADO CITY AND HILDALE AGREE AS FOLLOWS:

1. TERM

- a. The term of this Agreement will be from the ___ day of _____, 2022, until one of the parties to the IGA provides the other party to the IGA with a written Notice to Terminate this Agreement at least twelve (12) months prior to the desired termination of the IGA. Upon termination of this agreement any property that is owned by either party, used pursuant to this agreement shall remain with or be returned to the owner of the property; Alternatively an agreed upon value for the property shall be reimbursed to the other party.

2. ADMINISTRATION AND OPERATION

- a. A Police Chief who shall provide for the administration of this IGA shall be appointed by the joint designation of both parties and hired by the Town of Colorado City, in consultation with the Hildale City Manager.
- b. The Police Chief shall present department policies for approval by Hildale City and Colorado City Councils.
- c. The Police Chief shall coordinate with the Hildale City and Colorado City 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 Police Department.
- e. The Police Chief shall supervise all police officers and personnel. Personnel shall be subject to the human resources and personnel policies of the Town of Colorado City

as well as the police department policies.

- f. Police Officers acting within Hildale City or the state of Utah shall have all rights, duties and authority for law enforcement granted to or delegated to Hildale under applicable Utah law.
- g. Police Officers acting within Colorado City or the state of Arizona shall have all rights, duties and authority for law enforcement granted to or delegated to Colorado City under applicable Arizona law.
- h. All police services within Hildale City and the state of Utah shall comply with applicable ordinances, regulations, laws and other requirements of Hildale City, the State of Utah and the United States. All officers carrying out law enforcement duties under this agreement shall have the qualifications required by law, subject to the provisions of Utah Code Ann. §11-13-202.
- i. All police 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 shall have the qualifications required by law, subject to the provisions of A.R. S. §41-1823.
- j. Colorado City shall keep records of all police 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 and insofar as provided by applicable Utah or Arizona law.
- k. Hildale City may provide such personnel, furniture, fixtures and equipment as deemed appropriate by their respective city council.

3. FINANCING AND BUDGET

- a. The Parties agree to share the costs of providing police services pursuant to this agreement as follows: the total police services general fund budget will be allocated between Hildale City and the Town of Colorado City based on population. The population will be determined by the most recent decennial census count with annual updates as provided by the U.S Census Bureau Population Estimates. Compensation shall be paid on a monthly basis and recalculated at the beginning of each fiscal year that the agreement is in force.
- b. Payments made by Hildale City to Colorado City pursuant to this agreement shall be financed 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 city shall establish and maintain a budget for police services and shall provide a copy of said budget to each other upon completion.
- c. As per A.R.S. §23-1022, any employee working within the jurisdictional boundary of the other party, pursuant to this IGA, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of the parties either for Hildale City in Utah or for Colorado City in Arizona, as directed by the Police Chief.

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.

- b. The Town of Colorado City as the lease holder of the real property shall be responsible for building and grounds maintenance, taxes, repairs, and utility services.
- c. The Town of Colorado City shall be responsible to maintain property insurance for the facility and contents.

6. MUTUAL INDEMNIFICATION

- a. The parties shall indemnify, defend and hold harmless the other party, its elected officials, officers and agents from and against all claims, actions, judgments, costs and expenses, arising out of any act or omission of the indemnifying party resulting in a claim or claims for bodily injuries or damages to persons or property, 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 and the other party shall have the right to investigate compromise and defend the same.

7. 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 the state of Utah shall be covered by Hildale City liability insurance and Officers acting in the state of Arizona shall be covered by Colorado City liability insurance.

8. 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.
- c. This agreement may be canceled pursuant to A.R.S. § 38 - 511 in the event of a conflict of interest as described therein. Any cancellation shall be made pursuant to Article 1.

9. 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.

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

DATED this _____ day of _____, 2017.

Joseph Allred, Mayor
Town of Colorado City

Donia Jessop, Mayor
Hildale City

ATTEST:

ATTEST:

Rosie White, Town Clerk

Athena Cawley, City Recorder

APPROVED AS TO FORM AND SUBSTANCE:

Mangum, Wall, Stoops & Warden
Colorado City Attorney

Joseph Hood
Hildale City Attorney