

Exhibit 19

**INTERGOVERNMENTAL AGREEMENT
FOR AGENCY PARTICIPATION IN THE
PINAL COUNTY NARCOTICS TASK FORCE**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2010 by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and the CITY OF COOLIDGE, an Arizona municipal corporation ("City"), hereinafter collectively referred to as the Parties.

RECITALS

WHEREAS, the Parties are authorized by A.R.S. Section 11-952 *et seq.* to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and

WHEREAS, the Pinal County Narcotics Task Force (the "Task Force") is a multi-agency, collocated task force that conducts complex investigations targeting major drug trafficking/producing organizations and methamphetamine laboratories in Pinal County; and

WHEREAS, the Task Force is one of many multi-agency efforts that is associated with the Federal Office of Drug Control Policy High Intensity Drug Trafficking Areas; and

WHEREAS, the County and the City desire to enter into this intergovernmental agreement as authorized under A.R.S. § 13-3872 and A.R.S. § 11-951.

AGREEMENT

THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions.

(a) "Party" means each of the governmental entities named in the preamble or such entities acting by their respective law enforcement agencies if the context so requires.

(b) "Task Force" means the Pinal County Narcotics Task Force ("PCNTF"), a multi-agency unit supervised by County and headquartered at the Pinal County Sheriff's Office in Florence, Arizona.

(c) "Chief Law Enforcement Officer" means that person who is the department head with peace officer authority (i.e. Sheriff or Chief) or his duly authorized representative having the primary responsibility for law enforcement within the jurisdiction or territory, whether designated by appointment or election.

SECTION 2. Duration and Purpose.

Once executed, this agreement shall be in effect for five years from the date of recording. The agreement shall be automatically renewed for like periods, until terminated pursuant to Paragraph 11. The purpose of this agreement is to obtain maximum efficiency in cooperative drug and narcotics related law enforcement operations, specifically by participation in the Task Force within Pinal County and each Municipality's jurisdiction pursuant to the authorization herein granted by the Chief Law Enforcement Officer and Governing Body of each Party.

SECTION 3. Control and Supervision.

The Pinal County Sheriff's Office will provide operational supervision in the form of a qualified supervisor under the command of the Pinal County Sheriff's Office Criminal Investigations Bureau Commander. This supervision extends to all Task Force personnel for the purposes of daily operations and assignments.

Each Party shall retain sole responsibility for its officer's personnel related issues including all disciplinary matters. In the event that any conflict develops between the Parties concerning command and control of Task Force personnel, the Municipality will be given both immediate telephonic and written notice of the conflict, and the officer's/deputy's status as a Task Force member shall be immediately suspended until the Parties resolve the matter.

Each Party shall have sole discretion as to the officer/deputy recommended for participation in the Task Force. However, the Pinal County Sheriff may, at any time during the term of this Agreement decline, refuse, or revoke the participation of an individual officer's/deputy's participation in the Task Force in his sole discretion.

SECTION 4. Responsibility for Damages.

Each Party shall be responsible and liable for damages caused by its personnel during that Party's participation in the Task Force, and/or during the course of rendering mutual law enforcement assistance, and otherwise, as provided by law.

SECTION 5. Insurance.

Each Party shall at all times provide and keep in full force and effect workers compensation and comprehensive liability insurance for itself, its law enforcement

personnel, and other employees with limits of not less than \$2,000,000.00 per occurrence or claim. If requested, each Party shall furnish any other participating entity with certificates of insurance coverage or proof provided by a Risk Management Office if issued by governmental unit. No Party may cancel the insurance policies or change insurance limits or fail to renew the insurance policies without giving the other party at least thirty (30) calendar days advance written notice.

SECTION 6. Liability and Indemnification.

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

SECTION 7. Equipment.

The Pinal County Sheriff's Office, at its Florence Headquarters, will provide a workstation and necessary materials to complete office-based tasks, including a computer, desk telephone, pager and a cellular telephone for all Task Force members. In addition, the Task Force will provide a vehicle, any needed maintenance and all fuel to the Participating Party during the term of this Agreement. The Participating Party shall provide its assigned personnel to with all other tactical equipment necessary for carrying out law enforcement operations, including weapons, ballistic vests and other protective equipment as determined by the Task Force Supervisor.

SECTION 8. Reports.

All investigative and intelligence reports generated as a result of each Party's participation in the Task Force shall be maintained for electronic and hard copy storage and/or dissemination at the Pinal County Sheriff's Office. Reports may be made available to any Participating Party upon written request to, and approval from, the Task Force Supervisor. All administrative reports generated, such as training records, time sheets, etc., shall be distributed to each participating agency to facilitate that party's administrative functions, including payroll. Necessary forms or documentation shall be provided to the Task Force Supervisor, or designee, during each Party's participation in the Task Force.

SECTION 9. Finances.

Each Party shall secure and provide to/for the Task Force payment of any agreed upon costs and expenses necessary for the Task Force to perform its

mission, as permissible within each Party's budget. If permitted by the terms of the grant, grant funding, if available, may be utilized to finance the Parties' participation in the Task Force.

SECTION 10. Anti-Racketeering Fund Asset Sharing.

At least annually, the Parties will meet with the Pinal County Attorney, or designee, to determine the nature and amount of funds and/or assets obtained through investigations generated by the Task Force. At that time, the Sheriff and Chiefs of Police of all the participating Task Force agencies will establish an equitable asset-sharing plan for the funds or assets, utilizing statutory or regulatory anti-racketeering asset expenditure requirements. Available funds or assets shall be first allocated to Task Force requirements. Remaining funds or assets either may be retained in the Anti-Racketeering Fund for future use or distributed to participating agencies by agreement of the Sheriff and Chiefs of Police of all the participating Task Force agencies. Any funds distributed to a participating agency shall be reported and accounted to the Sheriff by the agency based on statutory or regulatory anti-racketeering asset expenditure requirements.

SECTION 11. Termination.

Either party may terminate this Agreement at any time by providing thirty (30) calendar days written notice of termination to the other Party. In the event of such termination, each party shall retain possession of its separately owned equipment and property. All equipment purchased with Task Force funds, including grants or Anti-Racketeering funds shall be retained by the Task Force. In the event that the Task Force is dissolved, remaining funds or assets shall be distributed to participating agencies by agreement of the Sheriff and Chiefs of Police of all the participating Task Force agencies.

Periodic and/or temporary withdrawal of any Party's assigned officers/deputies shall not operate as a termination unless the formal, written notice of termination is served as set forth above.

SECTION 12. Employment Status and Worker's Compensation.

The Parties shall each provide worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for their respective employees. The single exception to this provision is that the Task Force will reimburse City for any employee overtime pay should a Task Force activity that has been or is approved in advance by a Task Force supervisor cause any City employee to work over City's definition of hours worked for the purposes of overtime calculation. Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be

deemed or construed to be the employees or agents of the other Party. The primary employer shall be solely liable for payment of worker's compensation benefits or liable for any damages owed to an employee who has opted out of worker's compensation coverage. Any Agency participating in this Task Force agrees to provide any posting and notice to the employees as required A.R.S. §23-1022(E) or otherwise provided by law.

SECTION 13. Nondiscrimination.

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

SECTION 14. Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

SECTION 15. Invalidity of Part of the Agreement.

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

SECTION 16. Governing Law and Venue.

The laws of the State of Arizona shall govern this Agreement. This Agreement shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order. Venue for disputes among the Parties to this agreement will be in the Pinal County Superior Court of the State of Arizona, unless otherwise agreed upon by the impacted parties and each party waives the right to change venue to any other county.

SECTION 17. Conflict of Interest.

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, as amended, the provisions of which are incorporated herein and made a part hereof.

SECTION 18. Notices.

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the public address listed for the senior law enforcement official for that public agency.

SECTION 19. Record Retention.

To the extent required by law, the parties agree to abide by the record retention provisions of A.R.S. §§ 35-214 and 35-215.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the date written below.

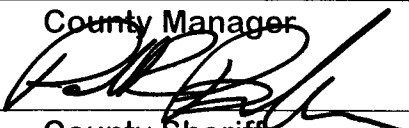
PARTIES TO THIS INTERGOVERNMENTAL AGREEMENT

Date

PINAL COUNTY

By: _____
Chief Elected Official

By: _____
County Manager

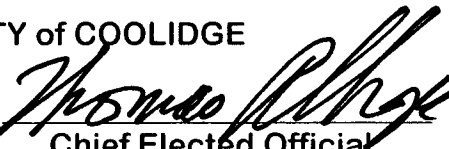
By: 
County Sheriff

ATTEST:

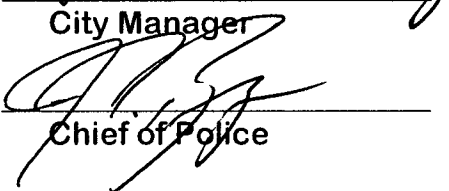
County Clerk

9-22-2010
Date

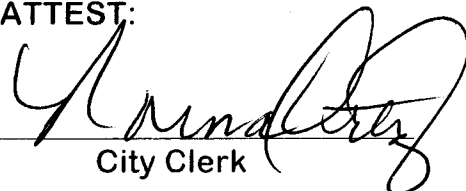
CITY of COOLIDGE

By: 
Chief Elected Official

By: 
City Manager

By: 
Chief of Police

ATTEST:

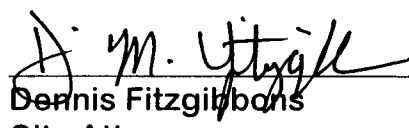

City Clerk

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who has determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

This ____ day of _____, 2010.

This 23rd day of Sept., 2010.

Joe Albo
Deputy Pinal County Attorney



Dennis Fitzgibbons
City Attorney