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COCHISE COUNTY
BOARD OF SUPERVISORS
2016 MAY 25 A 10:57

May 23, 2016

Board of Supervisors of Cochise County
Attn: Arlethe Rios
1415 Melody Lane Bldg. G
Bisbee, AZ 85603

Re: Intergovernmental Agreement by and between Cochise County and City of Bisbee
Regarding The Provision of Law Enforcement Patrol and Personnel.

Dear Ms. Rios,

Enclosed please find two original copies of the above referenced Agreement that has been approved and signed. Once you have signed the documents please return an original back to our office.

City of Bisbee
Attn: City Clerk Office
118 Arizona Street
Bisbee, AZ 85603

If I can be of further assistance, please feel free to contact me at (520) 432-6011.

Sincerely,

Nina Williams
Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COCHISE COUNTY AND CITY OF BISBEE
REGARDING THE PROVISION OF
LAW ENFORCEMENT PATROL AND PERSONNEL**

This Intergovernmental Agreement by and between Cochise County and City of Bisbee, each a political subdivision of the State of Arizona, Regarding the Provision of Law Enforcement Patrol and Personnel (the "Agreement") is entered into effective as of the date the final signature is obtained (the "Effective Date").

Recitals

- A. The City of Bisbee ("Bisbee") operates a police department pursuant to the City Code, the City Charter, and state law.
- B. Cochise County ("Cochise") operates a sheriff's department pursuant to the County Ordinance and state law.
- C. Both Bisbee and Cochise provide law enforcement services, including patrol, to the geographical areas under their respective jurisdictions.
- D. Bisbee has suffered a sudden loss of law enforcement patrol personnel, which is presumed to be temporary.
- E. Bisbee desires the service of additional law enforcement patrol personnel to aid it in its law enforcement responsibilities until it hires sufficient personnel.
- F. Bisbee and Cochise are each familiar with the personnel, equipment, and services each provides, and Cochise knows the geographical area for which Bisbee is responsible.
- G. Bisbee and Cochise are located in a geographic proximity that allows effective and efficient cooperation and support to one another in providing law enforcement services and personnel.
- H. Cochise is willing to extend its cooperation and support to Bisbee for law enforcement services and personnel upon the terms and conditions as set forth in this Agreement.
- I. Bisbee and Cochise have each determined it is in their respective best interests to enter into this Agreement.
- J. Bisbee and Cochise desire to jointly exercise their powers and enter this Agreement pursuant to A.R.S. Sec. 11-952.

Now, for valuable consideration of the mutual promises and covenants as set forth in this Agreement, Bisbee and Cochise agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement.
2. **Effective Date.** The Effective Date of this Agreement is the date the final signature is obtained.
3. **Duration.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for one additional one year; provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party; and provided further that either party may terminate this Agreement for cause, including breach of this Agreement, after first giving notice to the other party and attempting to resolve any such breach through negotiation and discussion between the Cochise County Sheriff and Bisbee Chief of Police.
4. **Budget.** Each Party represents and warrants that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement through a failure of appropriate or approved or funds or through other legal means, then this Agreement shall terminate.
5. **Cochise's Obligations.**
 - a. Upon three days' notice, Cochise shall provide one patrol vehicle and one Arizona POST-certified patrol officer to provide law enforcement coverage within a patrol area designated by Bisbee for up to twelve hours, or as otherwise specified (the "shift term").
 - i. Cochise may cover the shift term by deploying one officer, or it may instead cobble together coverage for the shift term's hours by deploying two or more officers to each work some portion of the shift term, providing that the entire shift term is covered without interruption.
 - b. Upon shorter than three days' notice, Cochise will make every effort to provide coverage upon Bisbee's request. Not doing so, however, shall not constitute a breach of this Agreement.
6. **Bisbee's Obligations.**
 - a. Bisbee shall provide at least three days' notice of its need for Cochise's law enforcement patrol coverage of each shift term.
 - b. Bisbee shall provide Cochise's law enforcement patrol officers with any equipment needed to meet their responsibilities in the Bisbee patrol area.

7. Reimbursement.

- a. For each patrol shift Cochise covers, Bisbee shall repay Cochise for the hourly wage of the officer(s) Cochise provides.
 - i. The reimbursed hourly rate total for each monthly period shall be comprised of the sum total of all officers' hours worked during the subject month, which shall be calculated by multiplying the respective hourly rate for each officer times the hours each officer actually worked for Bisbee during the subject month. To determine each officer's respective hourly rate, the hourly rate provided in Appendix A shall govern.
- b. Bisbee shall also pay sixty-six cents (\$0.66) per mile for every mile Cochise's officers drive Cochise's patrol vehicles during a shift conducted for Bisbee pursuant to this agreement.
- c. Bisbee's payment for the sum total of Section 7.a and 7.b of this Agreement shall be delivered to Cochise not later than the 10th day of the following calendar month for which the costs were billed, or ten days after the receipt of the Report as required in Section 8 below, whichever is later.

8. Reporting. Not later than the 1st day of each calendar month, Cochise shall prepare and provide to Bisbee the following reports:

- a. Cochise shall report to Bisbee the staffing provided pursuant to this Agreement and provide a corresponding billing statement that lists each cost and expense for which it expects payment.
 - i. On each report, the costs shall be broken down by officer, stating name, rank, tenure (years worked for Cochise), and hourly rate. Every hour worked shall be cited and attributed to the officer who worked it, and shall include the date(s) and times worked. A list of miles driven per shift shall also be provided and a total attributed to each officer who drove them, per shift. The primary breakdown of costs shall be per shift, and not per officer.
 - ii. Each party shall refer to the attached appendix and use that pay scale as the basis for all billed and paid hourly wage costs.
- b. Any outstanding police reports documenting law enforcement incidents occurring while patrolling under this Agreement that were not prepared by Cochise's patrol officers during working hours shall be provided to Bisbee no later than the first day of the following month.

9. Cooperation. Bisbee and Cochise shall each take all acts necessary or reasonably necessary to cooperate with the other to effect the terms and conditions of this Agreement.

10. Scope of Relationship. Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between the Parties and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

11. **Employees and Equipment.** Each party's employees and equipment, including patrol cars and other equipment, shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party, nor shall any party be required to reimburse the other party for damage to equipment or other costs accruing to personnel or equipment through accidents, acts of God, or for any other reason. Bisbee shall not be permitted to discipline Cochise's employees, but shall instead provide a verbal or written report of any misconduct to Cochise's on-duty commander or his designee.
12. **Termination.** This Agreement may be terminated by either Party providing 20 days prior written notice of termination, for the following reason:
- a. Pursuant to the provisions of A.R.S. 38-511 (A)-(G) as may be amended from time to time; or
 - b. Upon mutual agreement of the Parties; or
 - c. For no stated cause upon sixty (60) days notice to the other party; or
 - d. For material breach of any of the provisions of this Agreement, but only after first giving notice to the other party and attempting to resolve any such breach through negotiation and discussion between the Cochise County Sheriff and Bisbee Chief of Police.
13. **Notices.** Notices shall be delivered to the addresses as set forth below. Notices are deemed to be received 24 hours after they are transmitted via telefax or are deemed received immediately if provided by hand delivery.

To Bisbee Police Department
Attn: Police Chief Albert Echave
1 State Hwy. 92
Bisbee, AZ 85603

**To Cochise County
Sheriff's Office**
Attn: Sheriff Mark Dannels
205 N. Judd Dr.
Bisbee, AZ 85603

14. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other, its officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage liability to a limit of not less than \$1,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above.

15. Compliance with Legal Authorities.

- a. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the rules and regulations of the AZDHS.
- b. The provisions of A.R.S. 41-1463 and Executive Orders 99-4 and 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- c. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

16. Workers' Compensation Coverage. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, only for purposes of A.R.S. 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall comply with the employee notice provisions of A.R.S. 23-906(0) and 23-1022(E).

17. Binding Effect. This Agreement shall be binding upon and enforceable by the Parties, their heirs, executors, administrators, personal representatives, successors, successors in interest, and assignees.

18. Amendments. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.

19. Paragraph Headings. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.

20. Interpretations. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

21. Entire Agreement. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.

22. Construction. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.

23. **Governing Law.** This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Cochise County, Arizona.

24. **Attorney's Fees and Costs.** Should it become necessary to retain legal counsel to enforce any provisions of this Agreement, the Parties hereto agree that the prevailing Party shall be entitled to the award of reasonable attorney's fees and other costs.

CITY OF BISBEE

COCHISE COUNTY

By:  05-18-16
Ron Oertle, Mayor Date

By: _____
Richard Searle, Chair Date

ATTEST:

ATTEST:

 5-18-16
Ashlee Coronado, City Clerk Date

Arlethe Rios, Clerk of the Board Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

ATTORNEY FOR BISBEE

ATTORNEY FOR COCHISE

 05 18 16
Britt Hanson Date

**Lauri J
Owen** Digitally signed by
Lauri J Owen
Date: 2016.05.18
13:14:33 -07'00'

Lauri J. Owen Date

**APPENDIX A
TO THE
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COCHISE COUNTY AND CITY OF BISBEE
REGARDING THE PROVISION OF
LAW ENFORCEMENT PATROL AND PERSONNEL**

CCSO Deputy Sheriff
Hourly/Overtime Rates

	Annual	Hourly Rate	Hourly Overtime Rate	Overtime Hrly ERE Rate @ 61.5%	TTL Overtime Hourly Cost
Entry	43,000.00	20.67	31.01	19.07	50.08
Intermediate	46,000.00	22.12	33.17	20.40	53.57
Senior	49,000.00	23.56	35.34	21.73	57.07
Master	52,000.00	25.00	37.50	23.06	60.56
Sergeant: 1.0 - 2.99 yrs	55,000.00	26.44	39.66	24.39	64.06
Sergeant 3.0 - 5.99 years	57,000.00	27.40	41.11	25.28	66.39
Sergeant 6.0 - 8.99 years	59,000.00	28.37	42.55	26.17	68.72