

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BISBEE AND THE COUNTY OF COCHISE FOR PLANNING AND ZONING, SUBDIVISION DEVELOPMENT, AND OTHER LONG-RANGE PLANNING SERVICES**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bisbee, a municipal corporation of the state of Arizona, hereinafter referred to as "City", and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as "County", pursuant to the authority of A.R.S. § 11-952, et seq.

**WHEREAS**, the City is authorized to establish a planning agency with the powers necessary to enable it to administer and enforce its planning functions pursuant to § 9-461; and

**WHEREAS**, the City's planning agency has adopted Zoning Regulations and the City of Bisbee General Plan for long range planning; and

**WHEREAS**, the County has similar authorization to adopt Zoning Regulations, Subdivision Code, and a Comprehensive Plan for long range planning within the unincorporated areas of the County, pursuant to A.R.S. §§ 11-804, 11-807, 11-811, and 11-821; and

**WHEREAS**, at certain times, due to the limited staff which the City has available for this work, the City needs assistance for the development and administration of zoning regulation, subdivision regulation, and other long-range planning services within the City of Bisbee; and

**WHEREAS**, pursuant to A.R.S. § 9-461, 11-803 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

**WHEREAS**, the County has the resources available to assist the City in the performance of certain planning and zoning, and other long-range planning services under the terms and conditions of the Agreement,

**IT IS HEREBY AGREED THAT:**

1. **SCOPE OF SERVICES:** The County agrees to provide, subject to the availability of its resources and upon the request of the City, planning and zoning, subdivision development, and other long-range planning services for the City of Bisbee to be performed by qualified County personnel. The services to be provided by the County shall be limited to review of use applications, subdivision tentative and final plats, rezoning applications and specific plans for conformance with the City of Bisbee Zoning Code, the City of Bisbee Subdivision Code and the City of Bisbee General Plan. In addition, planning services that detail master plans and other amenities may be provided when requested in writing to the County. The City shall provide the County with the City of Bisbee Zoning Code, the City of Bisbee subdivision Code and the City of Bisbee General Plan for use of County planners when requested in order that County staff can determine conformance with the duly adopted Bisbee Zoning Code, Subdivision Code and the Bisbee General Plan, as currently in effect, or as amended from time to time. This Agreement shall not obligate or authorize County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City regulation or code. The City shall retain the full responsibility for all such enforcement actions.

2. **PAYMENT TERMS:** The City shall agree to monthly billings for any planning and zoning services or assistance conducted by County personnel at the rate of seventy-five dollars (\$75.00) per hour with a one hour minimum including travel time to and from any location that is deemed necessary by County employees to fulfill the services in this Agreement. Travel distance will be measured from 1415 Melody Lane, Bisbee, the County buildings, to the site where the services are rendered. Mileage will be paid based upon the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. **TERM:** This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one-year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. **TERMINATION:** This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. **WORKER'S COMPENSATION:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or

who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23- 1022(E) by posting the notice required.

6. **INDEMNIFICATION AND HOLD-HARMLESS:** To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the County shall defend, hold harmless and indemnify the City, its officers, agents and employees, from all demands, suits, damages and loss (“claims”) which result from the negligence or intentional torts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

7. **JURISDICTION AND APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

8. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

9. **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

10. **CERTIFICATION PURSUANT TO A.R.S. § 35-393.01:** In accordance with A.R.S. § 35-393.01, if parties engage in for-profit activity and have 10 or more employees, and if this Agreement has a value of \$100,000 or more, parties certify they are not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842

11. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

12. **INSPECTION AND AUDIT.** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

13. **PUBLIC RECORDS LAW.** Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

14. **ARBITRATION.** The parties agree that any dispute arising under this Contract involving the sum of \$65,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement.

**COCHISE COUNTY**

**ATTEST:**

\_\_\_\_\_  
Thomas E. Borer  
Chair Board of Supervisors

\_\_\_\_\_  
Arlethe R. Morrison  
Clerk of the Board

**CITY OF BISBEE**

**ATTEST:**

\_\_\_\_\_  
David Smith  
Mayor of Bisbee

\_\_\_\_\_  
Ashlee Coronado  
City of Bisbee Clerk

### ATTORNEY CERTIFICATION

The attached agreement, which is an agreement between public agencies, 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 the above-identified parties.

**APPROVED AS TO FORM** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Christine J. Roberts  
Civil Deputy County Attorney

By: \_\_\_\_\_  
James Ledbetter  
City Attorney