

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN COCHISE COUNTY, ARIZONA AND BISBEE, ARIZONA  
FOR THE PURPOSE OF PROVIDING REGIONAL SPECIAL WEAPONS  
AND TACTICS SUPPORT TO COCHISE COUNTY AND ALL MUNICIPALITIES IN COCHISE  
COUNTY**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** is made and entered into on this 5<sup>th</sup> day of July, 2023 by and between the County of Cochise, a political subdivision of the state of Arizona (hereinafter “Cochise County”) and City of Bisbee, AZ, a political subdivision of the state of Arizona (hereinafter “Bisbee”), collectively referred to as the “parties.”

**RECITALS**

**WHEREAS**, Cochise County and Bisbee are authorized to enter into this IGA pursuant to Arizona Revised Statutes (A.R.S.) §§ 11-952, *et seq.*; and

**WHEREAS**, the parties, through their respective Offices, provide certain emergency and law enforcement services in response to many of the same types of emergency circumstances; and

**WHEREAS**, Cochise County established and operates a local Special Weapons and Tactics Team (S.W.A.T. Team); and

**WHEREAS**, Cochise County and Bisbee desire to provide mutual aid and assistance and to cooperate in ways that will be beneficial to both parties and allow the parties to respond to situations where a S.W.A.T. Team may be appropriate; and

**WHEREAS**, the parties desire to enter into an agreement for Bisbee, through its department, to provide personnel to support Cochise County, through its Sheriff’s Office; and

**WHEREAS**, the parties desire to enter into an agreement for Cochise County, through its Sheriff’s Office to provide S.W.A.T. Team support to Bisbee, through its department; and

**WHEREAS**, the parties share a common goal of working cooperatively with one another to maximize the overall public benefit that can be achieved with limited public resources that are available to each other.

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and conditions stated below, hereby agree as follows:

- 1. Purpose.** The purpose of this IGA is to allow for law enforcement, fire departments, and emergency medical service organizations in Cochise County the opportunity to cooperate with the Cochise County Sheriff's Office S.W.A.T. Team in an effort to establish a regional S.W.A.T. Team. This IGA will allow S.W.A.T.-trained personnel to work together in good faith to respond, when requested by other parties, to potentially life-threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate, and resolve situations in a manner consistent with escalation of force theories and preservation of life.
- 2. Term.** This IGA shall be for an initial term of five (5) years, effective on the date it is recorded with the Cochise County Recorder, following execution by all parties. The parties shall have the option to extend the term of the IGA for four (4) additional one (1) year periods.
- 3. Termination.** This IGA shall be deemed renewed annually, without further action by either party, unless terminated by ninety (90) day written notice to either party. This IGA shall be subject to termination pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 4. Modifications.** Any modification or time extension of this IGA shall be by formal written amendment executed by the parties hereto.

#### **S.W.A.T. Participation and Mutual Aid.**

- 1) Participating law enforcement agencies can allow their Arizona Peace Officers Standards and Training Board ("AZPOST") certified officers to test for an operator or negotiator position on the Cochise County Sheriff's Office S.W.A.T. Team.
- 2) Participating fire departments or emergency medical service organizations can allow their certified paramedics to test for a S.W.A.T. medic position.

relate to the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

- 9. Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. As to parties that are Indian tribes, an Executive Order shall only be deemed to be applicable if it specifically names "Indian tribes" as being within the scope of the order, and the person issuing the Order has lawful authority to issue an Executive Order that would be lawfully binding upon Indian tribes. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in any Arizona court of competent jurisdiction.
- 10. Non-Discrimination.** In performance of this Agreement, the parties shall not discriminate against any County employee or Bisbee employee, or any other individual, in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties pursuant to this Agreement. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- 11. ADA.** The parties shall comply with 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.
- 12. Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
- 13. Legal Authority.** No party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

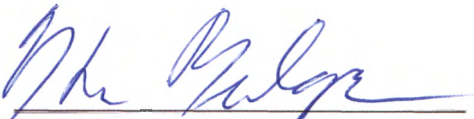
- 14. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered, or extended except through a written amendment signed by the parties and recorded with the Cochise County Recorder.
- 15. No Third-Party Beneficiaries.** Excepted as specified herein, nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 16. No Partnership.** Nothing in the provisions of this IGA is intended to create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the City of Bisbee, the County, or their respective employees. Neither party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security, income taxes, pension, or for any other payroll withholdings for itself or any of its employees.
- 17. Counterparts.** This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

**IN WITNESS WHEREOF**, the parties hereto execute this agreement as of the date written above.

**COCHISE COUNTY:**

**City of Bisbee:**

\_\_\_\_\_  
By: Peggy Judd, Chair  
Cochise County Board of Supervisors

  
\_\_\_\_\_  
By: Ken Budge, Mayor  
City of Bisbee

**ATTEST:**

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\_\_\_\_\_  
Tim Mattix, Clerk  
Cochise County Board of Supervisors

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

\_\_\_\_\_  
Mark J. Dannels,  
Sheriff of Cochise County

\_\_\_\_\_  
Timothy Cox, Chief  
Bisbee Police Department

### ATTORNEY CERTIFICATION

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

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Christine J. Roberts  
Chief Civil Deputy  
Cochise County

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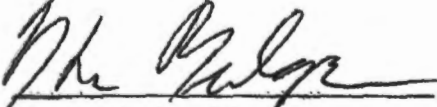
Gust Rosenfeld, P.L.C.  
by Joseph D. Estes  
Attorney City of Bisbee

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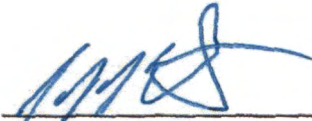
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