

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PURPOSE OF PROVIDING REGIONAL LAW ENFORCEMENT TACTICAL UNIT  
SERVICES THROUGH A REGIONAL S.W.A.T. TEAM IN COCHISE COUNTY AND ITS  
RESPECTIVE PARTICIPATING MUNICIPALITIES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("IGA" or "Agreement"), by and between the County of Cochise, a political subdivision of the state of Arizona (hereinafter "Cochise County" or the "County") and City of Sierra Vista, AZ, a political subdivision of the state of Arizona (hereinafter "City," and collectively with Cochise County, each individually a "Party," and together the "Parties"), is made and entered as of the date last executed by the undersigned Parties.

**RECITALS**

**WHEREAS**, Cochise County and City of Sierra Vista 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 requiring a specially trained tactical unit; and

**WHEREAS**, Cochise County established and operates a local Special Weapons and Tactics Team (generally, a "S.W.A.T. Team," and with regard to Cochise County's S.W.A.T. Team, the "County S.W.A.T. Team") and the City has operated a comparable unit ("SVPD Tactical Unit"); and

**WHEREAS**, Cochise County and City of Sierra Vista 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 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; and

**WHEREAS**, beginning in 2024, the Parties have trained together and operated jointly in an effort to align tactics and procedures to pilot a more cohesive and larger tactical law enforcement resource, experiencing enhanced efficiency; and

**WHEREAS**, the Parties have collectively developed a single, common S.W.A.T. policy manual (the "Policy Manual") that has been approved by both the Cochise County Sheriff and Sierra Vista Chief of Police; and

**WHEREAS**, the Parties desire to enter into an agreement to establish a joint regional S.W.A.T. Team (the "Regional S.W.A.T. Team") whereby: (i) the City, through its police department and the SVPD Tactical Unit, will provide personnel to support Cochise County's Sheriff's Office and the County S.W.A.T. Team; and (ii) Cochise County, through the Cochise County Sheriff's Office, will provide the County's S.W.A.T. Team to support the City's police department and SVPD Tactical Unit.

**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 and its municipalities the opportunity to cooperate with the Cochise County Sheriff's Office S.W.A.T. Team in an effort to establish the Regional S.W.A.T. Team. This IGA will allow S.W.A.T. trained personnel from the City and the County to work together in good faith to respond, when requested by the S.W.A.T. Commander (defined in Section 4 below) , 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; Termination.** 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 "Effective Date"). The parties shall have the option to extend the term of the IGA for four (4) additional one (1) year periods. The foregoing renewal periods shall renew automatically upon the anniversary of the Effective Date, provided that either Party may terminate the then current IGA term by providing the other Party at least ninety (90) days' written notice thereof. This IGA shall be subject to termination pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

**3. Modifications.** Any modification or time extension of this IGA shall be by formal written amendment executed by the parties hereto.

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

- a. The law enforcement agencies of either Party may allow their Arizona Peace Officers Standards and Training Board ("AZPOST") certified officers to test for an operator or negotiator position on the Regional S.W.A.T. Team. The fire departments or emergency medical service organizations of either Party may allow their certified paramedics to test for a Regional S.W.A.T. Team medic position.
- b. Each candidate for an operator, negotiator or medic position (or such other position as described in the Policy Manual) must successfully pass entrance standards and such other requirements as may from time to time be adopted and set forth in the Policy Manual. A selection committee, combined of both City and Cochise County membership, and consisting of the S.W.A.T. Commander, an Assistant Commander and Team Leaders (each as defined below or in the Policy Manual), shall in good faith finalize the selection of candidates, subject to such procedures as may from time to time be adopted and set forth in the Policy Manual.
- c. The Cochise County Regional S.W.A.T. Unit Review Board (the "Review Board") will consist of three individuals: (1) the County Sheriff; (2) the police chief from the participating municipality contributing the greatest number of personnel to the Regional S.W.A.T. Team; and (3) the police chief from the participating municipality contributing the second greatest number of personnel to the Regional S.W.A.T. Team. In the event only the City and County participate in the Regional S.W.A.T. Team, then the County's Sheriff and City's Chief of Police shall in good faith mutually agree upon a third police chief to temporarily serve on the Review Board until such time as a third municipality participates in the Regional S.W.A.T. Team, *provided* that the appointed police chief must be from a municipality within Cochise County.
- d. The Review Board shall select an officer responsible for overseeing and serving as the commander of the Regional S.W.A.T. Team and for such other responsibilities as described in the Policy Manual (the "S.W.A.T. Commander") from either the Cochise County Sheriff's Office or Sierra Vista Police Department.

- e. Each Party's law enforcement jurisdictions will retain an officer responsible for responding to critical incidents, for acting as a liaison with the S.W.A.T. Commander for any Regional S.W.A.T. Team deployments in their respective jurisdiction, and for such other responsibilities as described in the Policy Manual (the "Incident Commander"). The Incident Commander will work closely with the S.W.A.T. Commander and Team Leaders (defined below) so that tactical planning and strategies are shared. The Incident Commander has the ultimate authority on deciding if the Regional S.W.A.T. Team is no longer needed for an incident.
- f. The S.W.A.T. Commander shall appoint a tenured SWAT Operator (as defined by the Policy Manual) to directly supervise and lead SWAT Operator during tactical operations and deployment and to fulfill such other responsibilities and set forth in the Policy Manual (the "Team Leader").
- g. The Parties shall be responsible for funding their respective employees' expenses to include but not limited to equipment, training, travel, and overtime and add pay for collateral service.
- h. The Parties will allow their officers to participate in all required training, pursuant to the standards set forth in the combined Policy Manual.
- i. Standards for deployment status, retention, and performance of all participating individuals of the Regional S.W.A.T. Team are and shall be established in the combined Policy Manual. Regional S.W.A.T. Team personnel may be removed from the team by the Review Board or by the employee's primary agency chain of command. The Parties hereby expressly acknowledge that the Policy Manual may be amended from time to time as deemed necessary by the Review Board reasonably deem necessary and agree to be bound by its terms. In the event of conflict between this IGA and the Policy Manual, this IGA shall govern.
- j. Each Party may request mutual aid assistance from the Regional S.W.A.T. Team through its S.W.A.T. Commander in connection with any type of 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, to include but not limited to the following:

- (i) High Risk search and arrest warrants. “High Risk” is defined as a situation, person, location, or operation that presents a heightened likelihood of serious harm or danger, such as death or serious physical injury, due to factors like violence, weapons, threats, resistance, or unstable/unpredictable conditions.
  - (ii) Barricaded High Risk criminal suspects
  - (iii) Vehicle take down of High-Risk criminal suspects
  - (iv) Officer rescue for undercover operations
  - (v) Hostage situations
  - (vi) Personnel protection details; and
  - (vii) Specialized disciplines as needed. For example, if an agency only needs a negotiator for a situation.
- k. As soon as practicable, after the request for assistance is made, the responding Party shall notify the requesting Party whether the assistance will be provided and the nature and degree of assistance that will be available.
- l. Either Party can request the Regional S.W.A.T. Team for assistance. The decision to deploy the S.W.A.T. Team or specialized disciplines rests with the S.W.A.T. Commander or the designee in absence of the S.W.A.T. Commander.
- m. This IGA shall not alter the primacy of Parties over their respective areas of jurisdiction or law enforcement functions.
- n. Each Party reserves the right to control how many of its respective employees may deploy on any callout due to primary jurisdiction priorities (i.e. maintaining minimum staffing in the City or a region of the County).
- o. Neither Party shall seek reimbursement or any further compensation for any costs associated with providing personnel or aid to the Regional S.W.A.T. Team or for the mutual assistance that is the subject of this IGA.

**5. Financing.** Each Party has and will have sufficient funds in its budget to carry out the terms of this IGA. If a Party terminates this IGA as a result of a failure of its governing body to budget and appropriate sufficient funds to support participation in this IGA, the non-appropriating Party shall give the other Party written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.

**6. Insurance.** Each Party shall obtain and maintain at its own expense, during the entire term of this IGA, the following type(s) and amounts of insurance:

a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit for Bodily Injury and Property Damage.

b. Commercial or Business automobile liability coverage for owned, non-owned, and hired vehicles used in the performance of this IGA, with limits in the amounts of:

(i) \$1,000,000.00 combined single limit, or \$1,000,000.00 Bodily Injury; and

(ii) \$1,000,000.00 Property damage.

c. Workers' compensation coverage, including employer's liability coverage, as required by law.

**7. Workers' Compensation.**

a. Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

b. Each Party has posted a notice to its employees pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an

intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

- 8. Indemnification.** To the extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other Party (as "**Indemnitee**") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorneys' fees) (hereinafter collectively referred to as "**Claims**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are based on vicarious/derivative liability of the Indemnitee and arise from or 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 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 and the Policy Manual constitute 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. Except as set forth in Section 4(i) of this IGA, 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.** Except 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 Sierra Vista, 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 counterparts may be removed from such counterparts and attached to a single instrument.

**IN WITNESS WHEREOF**, the Parties hereto execute this Agreement as of the date last signed below.

**COCHISE COUNTY:**

**City of Sierra Vista:**

\_\_\_\_\_  
By: Frank Antenori, Chairman  
Cochise County Board of Supervisors

\_\_\_\_\_  
By: Clea McCaa, Mayor  
City of Sierra Vista

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Lara Loewenheim, Clerk  
Cochise County Board of Supervisors

\_\_\_\_\_  
Jill Adams, City Clerk  
City of Sierra Vista

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

\_\_\_\_\_  
Christopher Hiser, Chief  
Sierra Vista Police Department

### ATTORNEY CERTIFICATION

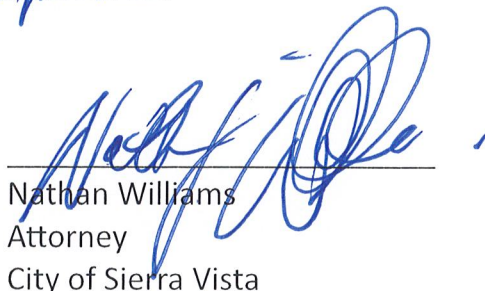
In accordance with A.R.S. § 11-952(D), this agreement has been reviewed by the undersigned who have determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified in this agreement.

Approved as to form this 9<sup>th</sup> day of April, 2026.



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Daniel S. Restrepo  
Civil Deputy County Attorney  
Cochise County



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Nathan Williams  
Attorney  
City of Sierra Vista