

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF COCHISE AND CITY OF SIERRA VISTA  
FOR  
CRITICAL MISSION USE OF AIRWEST AIRCRAFT**

**RECITALS**

**WHEREAS**, the County of Cochise (hereinafter “County”) and the City of Sierra Vista (hereinafter “City”) are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

**WHEREAS**, from time to time, the Cochise County Sheriff’s Department (“CCSO”) and the City of Sierra Vista Police Department (“SVPD”) work cooperatively in furtherance of their core mission of ensuring the safety and wellbeing of their respective citizens; and

**WHEREAS**, the County is entering into an Agreement with Airwest (the “Airwest Agreement”) to provide air support to CCSO; and

**WHEREAS**, the County and the City believe it to be advantageous to provide SVPD the opportunity to utilize Airwest’s air support from time to time; and

**WHEREAS**, it is in the County’s and the City’s interest to maximize the benefit provided by the Airwest Agreement by utilizing the air support available,

**NOW, THEREFORE**, the Parties agree to the following terms:

**Purpose:** To maximize the benefit provided to CCSO by the Airwest Agreement in furtherance of CCSO’s and SVPD’s drug interdiction and narcotics enforcement activities and other law enforcement purposes.

**Incorporation of Airwest Agreement:** The terms and conditions of the Airwest Agreement are hereby incorporated into this Agreement and shall apply to the piloting, maintenance, repair and communication activities related to, and payment for the parties' use of the aircraft.

**County's Obligations:**

- 1.1 The County is the designated recipient of up to thirty (30) hours of flight time from Airwest of which some of these hours will be provided to SVPD on an as needed, critical mission basis.
- 1.2 The County agrees to compensate SVPD officers at their hourly rate of pay in their capacity as the on flight Arizona Certified Peace Officer.

**City's Obligations:**

- 2.1 The City will provide sufficient hangar space at the Sierra Vista Municipal Airport to house the Airwest aircraft and provide sufficient space for any Airwest mechanic to properly maintain and service the aircraft.
- 2.2 The City will provide at least one (1) Arizona Certified Peace Officer for each flight utilized by SVPD to observe and to communicate information back to ground units and dispatch.
- 2.3 The City will provide the County with time logs for the SVPD officers who serve as on flight Certified Peace Officer.

**Insurance:** It is understood that County and City are both public bodies in the State of Arizona. In addition to the insurance provisions contained in the Airwest Agreement, each party shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage insurance, and automobile liability insurance with respect to its activities under this Agreement. Except as may be required by statute, the liability insurance referred to above shall provide, as a minimum, liability coverage for not less than \$1,000,000 combined single limit.

**No Assignment:** The City shall not assign or transfer any interest in this Agreement.

**Disputes:** In the event of any dispute concerning any term(s) under this Agreement, the only remedy for either party is to terminate the Agreement.

**Duration:** This Agreement shall remain in effect, unless terminated by either party pursuant to this Agreement, for a period of one (1) year from the effective date of the Airwest Agreement, and shall be subject to renewal pursuant to terms of the Airwest Agreement.

**Effective Date:** This Agreement shall become effective on the date that the last party to sign this agreement enters his or her signature.

**Termination:** This Agreement is subject to termination by either party, with or without cause, upon providing thirty (30) days' written notice and by the happening of any event of termination as provided for in the Airwest Agreement.

**Notices:** All notices required by this Agreement may be submitted by first class mail to the following addresses:

**For the County:**

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

**For the City:**

Jill Adams, City Clerk  
City of Sierra Vista  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

**Relationship of the Parties:** Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, employer/employee, associate, joint venture, or agency relationship between the Parties.

**Obligations Imposed by Law:** Nothing in this Agreement shall relieve either government entity of any obligation or responsibility imposed on it by law.

///

///

///

///

**Conflict of Interest:** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511 for conflict of interest.

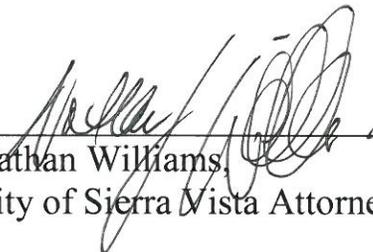
**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Ann English, Chairman  
Cochise County Board of Supervisors

  
\_\_\_\_\_  
Rick Mueller, Mayor  
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement for Critical Mission Use of Airwest Aircraft is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

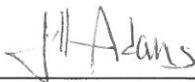
  
\_\_\_\_\_  
Terry Bannon,  
Civil Deputy Cochise County Attorney

  
\_\_\_\_\_  
Nathan Williams,  
City of Sierra Vista Attorney

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board of Supervisors

**ATTEST:**

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