



2016 FEB 29 AM 11:16
CITY OF SIERRA VISTA

February 26, 2016

Ms. Arlethe G. Rios
Clerk of the Board
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Subject: Resolution 2016-012, Intergovernmental Agreement between the City of Sierra Vista and Cochise County for Critical Mission Use of H5 Productions Aircraft

This is to advise you that the City Council of the City of Sierra Vista, at a regular meeting held on Thursday, February 25, 2016, approved the above referenced Intergovernmental Agreement.

Once signed and recorded, please provide us with a fully executed original.

Sincerely,

A handwritten signature in purple ink, appearing to read "Maria G. Marsh", is written over the typed name.

Maria G. Marsh
Deputy City Clerk

Enclosure: MOU and Resolution

RESOLUTION 2016-012

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA AND COCHISE COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR CRITICAL MISSION USE OF H5 PRODUCTIONS AIRCRAFT; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

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, 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 H5 Productions, Inc. 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 H5 Productions' air support; and

WHEREAS, it is in the County's and the City's interest to maximize the benefit provided by the H5 Productions Agreement by utilizing the air support available;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the Mayor and City Council entering into Intergovernmental Agreements for partnerships benefitting the greater Sierra Vista community be, and hereby is, reaffirmed.

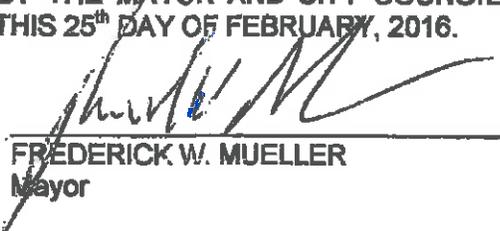
SECTION 2

The Mayor and City Council of the City of Sierra Vista hereby adopt the Intergovernmental Agreement between the City of Sierra Vista and Cochise County for Critical Mission Use of H5 Productions Aircraft.

SECTION 3

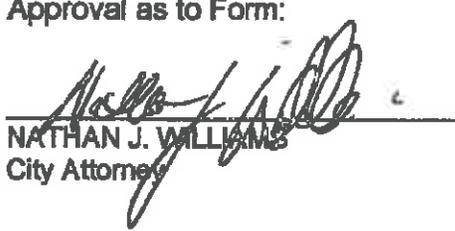
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 25th DAY OF FEBRUARY, 2016.



FREDERICK W. MUELLER
Mayor

Approval as to Form:



NATHAN J. WILLIAMS
City Attorney

Attest:



JILL ADAMS
City Clerk

Prepared by:
Adam D. Thrasher, Chief of Police

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF COCHISE AND CITY OF SIERRA VISTA
FOR
CRITICAL MISSION USE OF H5 PRODUCTIONS**

RECITALS

WHEREAS, the Parties, 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 has entered into an agreement with H5 Productions, Inc. (the "H5 Productions 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 H5 Productions' air support from time to time for assistance in critical missions; and

WHEREAS, it is in the County's and the City's interest to maximize the benefit provided by the H5 Productions 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 H5 Productions Agreement in furtherance of CCSO's and SVPD's mission and law enforcement purposes.

Incorporation of H5 Productions Agreement: The terms and conditions of the H5 Productions Agreement are hereby incorporated into this Agreement and shall apply to the piloting, maintenance, repair, mutual indemnification, 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 forty (40) hours of flight time per month from H5 Productions. Some of these hours will be provided to SVPD on an as-needed, critical-mission basis.
- 1.2 The County agrees to reimburse the City of Sierra Vista at least quarterly for money the City pays to SVPD officers in their capacity as flight officers. SVPD flight officers will receive compensation at their hourly rate of SVPD law enforcement pay.

- 1.3 The County will provide SVPD on-flight officers with flight suits and helmets.

City's Obligations:

- 2.1 The City will provide sufficient hangar space at the Sierra Vista Municipal Airport to house the H5 Productions aircraft and provide sufficient space for any H5 Productions mechanic to properly maintain and service the aircraft. Both CCSO and SVPD will have unlimited access to the hangar space.
- 2.2 The City will provide at least one (1) Arizona Certified Peace Officer for each flight utilized by SVPD. The flight officers will operate as crew members in support of missions including but not limited to: searches for missing and endangered persons; searches for or pursuits of criminal suspects; aerial observation during the execution of high-risk search warrants and tactical operations; administrative and logistical support missions; and investigations into human and/or drug smuggling activities.
- 2.3 The City will provide SVPD Arizona Certified Peace Officers on an on-call basis to support CCSO flights. This is not to require that an SVPD flight officer be present for each CCSO flight.
- 2.4 The City will provide the County with time logs, at least quarterly, for the SVPD officers who serve as on-flight Certified Peace Officers. The logs will include the flight officer's name and badge number, scheduled on-call time, flight time, and monies paid to the officer that must be reimbursed by the County to the City.

Communication: SVPD flight officers will notify SVPD dispatch when checking on duty in support of flight operations and when flight operations are concluded. During missions, all communication shall be conducted through CCSO dispatch.

Supervision: During CCSO helicopter operations in which an SVPD flight officer is present, the SVPD officer shall report to the CCSO mission commander for purposes of the operation, as the County shall retain mission control in every case; however, SVPD will maintain control over its officers at all times.

Policy Compliance: SVPD flight officers should comply with SVPD policy and procedures and City of Sierra Vista Rules and Regulations at all times. The officer may deviate from SVPD or city policy in support of a CCSO operation at the direction of a CCSO supervisor. In such a case, the SVPD flight officer will notify a SVPD supervisor of the deviation as soon as practical.

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 H5 Productions 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 one million dollars (\$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.

Modification: This Agreement shall be reviewed annually. Modification of the terms of this Agreement must be mutually agreed to and may be accomplished at the request of either party. Significant changes that require modification to the Agreement will require a formal amendment.

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 H5 Productions Agreement, and shall be subject to automatic renewal pursuant to terms of the H5 Productions Agreement.

Effective Date: This Agreement shall become effective on the date that the last party to sign this agreement enters its 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 H5 Productions 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.

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THIS AGREEMENT is entered into this _____ day of _____
2016.

Richard Searle, Chairman
Cochise County Board of Supervisors

Frederick Mueller, Mayor
City of Sierra Vista

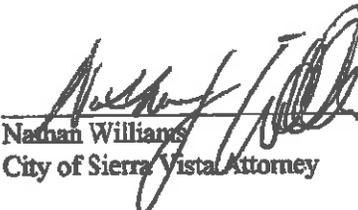
In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement for Critical Mission Use of H5 Productions Aircraft is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Digitally signed by Lauri J Owen
Date: 2016.08.08 15:14:55 -07'00'

Lauri Owen
Civil Deputy Cochise County Attorney

ATTEST:

Arlathe G. Rios
Clerk of the Board of Supervisors



Nathan Williams
City of Sierra Vista Attorney

ATTEST:



Jill Adams
Sierra Vista City Clerk