

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF BISBEE
AND THE COCHISE COUNTY PROCUREMENT DEPARTMENT
REGARDING PROVISION OF PROCUREMENT SERVICES**

This Intergovernmental Agreement by and between the City of Bisbee, a municipal corporation, and Cochise County, a political subdivision of the State of Arizona, regarding provision of procurement services to the City of Bisbee (the "Agreement") is entered into effective as of the date it is signed by the final party (the "Effective Date").

Recitals

- A. The City of Bisbee ("Bisbee") is a Charter City and operates pursuant to its City Code, the City Charter, and state law.
- B. Cochise County operates a Procurement Department ("CPD") that provides procurement services to the various Cochise County governmental departments, and is subject to its own procurement policies, County ordinances, and state law.
- C. Bisbee desires to take advantage of CPD's contacts, infrastructure, and expertise in procurement in order to gain assistance with its own procurement needs and save money.
- D. Cochise County has offered, and Bisbee has agreed, that CPD will provide procurement services for Bisbee at the rate of forty dollars (\$40) an hour, plus reimbursement for any actual additional costs.
- E. Bisbee and Cochise County have each determined it is in their respective best interests to enter into this Agreement.
- F. Bisbee and Cochise County desire to jointly exercise their powers pursuant to A.R.S. Sec. 11-952.

Now, for valuable consideration of the mutual promises and covenants as set forth in this Agreement, Bisbee and Cochise County agree as follows:

- 1. **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement.
- 2. **Effective Date.** The Effective Date of this Agreement is the date the final party signs.

3. **Duration.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for additional one year periods, provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party.
4. **Budget.** Each Party represents and warrants that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement through a failure of appropriate or approved or funds or through other legal means, then this Agreement shall terminate.
5. **Bisbee's Obligations.**
 - a. Upon deciding that it wishes CPD to purchase an item for it, Bisbee shall provide to CPD a detailed description of that item(s) it wishes CPD to locate and purchase. The submission of this description shall include a maximum price it is willing to pay.
 - b. Bisbee shall reimburse CPD for any purchases CPD makes on Bisbee's behalf, plus shall reimburse the County for its employee hours spend on the procurement at the rate of \$40/hour, within thirty days of receiving CPD's notice of purchase.
6. **CPD's Obligations.**
 - a. CPD shall make all necessary efforts to ensure that every item located and/or purchased on behalf of Bisbee is obtained pursuant to its own policies, as well as compliant with local and state law, and represents the best possible bargain for the money.
7. **Cooperation.** Bisbee and CPD shall each take all acts necessary or reasonably necessary to cooperate with the other to effect the terms and conditions of this Agreement.
8. **Scope of Relationship.** Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between the Parties and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
9. **Employees.** Each party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party.
10. **Termination.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for additional one year periods,

provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party.

11. **Notices.** Notices shall be delivered to the addresses as set forth below. Notices are deemed to be received 24 hours after they are transmitted via telefax or are deemed received immediately if provided by hand delivery.

To Bisbee
Attn. City Manager
118 Arizona Street
Bisbee, Arizona 85603

To CPD
Attn. Terry Hudson
1415 Melody Ln, #C
Bisbee, Arizona 85603

12. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other, its officials, officers, employees, and agents, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage liability to a limit of not less than \$1,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above.

13. **Compliance with Legal Authorities.**

- a. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county, or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. This Agreement is subject to 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.

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

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

16. **No Boycott of Israel.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

17. **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

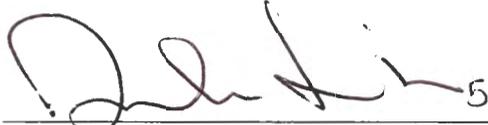
applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

18. **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.
19. **Public Records Law.** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.
20. **Jurisdiction and Applicable Law.** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.
21. **Amendments.** This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.
22. **Paragraph Headings.** Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.
23. **Interpretations.** Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
24. **Entire Agreement.** The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
25. **Construction.** This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
26. **Governing Law.** This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in

Arizona, and venue for any action to enforce this Agreement shall be in Cochise County, Arizona.

CITY OF BISBEE

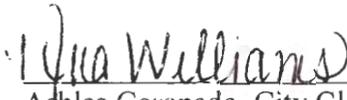
COCHISE COUNTY

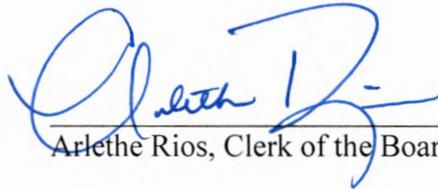
By:  5-17-17
David Smith, Mayor Date

By:  6-13-17
Ann English, Chair Date
Board of Supervisors

ATTEST:

ATTEST:

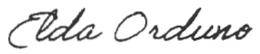
 for 5-17-17
Ashlee Coronado, City Clerk Date

 6/13/17
Arlethe Rios, Clerk of the Board Date

The foregoing Intergovernmental Agreement 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 those Parties to the Intergovernmental Agreement represented by the undersigned.

ATTORNEY FOR BISBEE

ATTORNEY FOR COCHISE COUNTY

 5.17.17
Elda Orduño Date

 6/12/17
Britt Hanson Date