

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KINGMAN, THE CITY OF BULLHEAD CITY, LAKE HAVASU
CITY, THE MOHAVE COUNTY ATTORNEY’S OFFICE AND THE MOHAVE COUNTY
SHERIFF’S OFFICE, FOR THE PURPOSE OF PROVIDING COMMISSIONED OFFICERS
AND TO CONTINUE THE ONGOING OPERATIONS OF THE MOHAVE AREA GENERAL
NARCOTIC ENFORCEMENT TEAM**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KINGMAN, THE CITY OF BULLHEAD CITY, LAKE HAVASU CITY, THE MOHAVE COUNTY ATTORNEY’S OFFICE, AND THE MOHAVE COUNTY SHERIFF’S OFFICE, FOR THE PURPOSE OF PROVIDING COMMISSIONED OFFICERS AND TO CONTINUE THE ONGOING OPERATIONS OF THE MOHAVE AREA GENERAL NARCOTIC ENFORCEMENT TEAM (the “**Agreement**”) is entered into, effective the 1st day of January, 2018, between the City of Kingman (**KINGMAN**), a municipal corporation of the State of Arizona; the City of Bullhead City (**BULLHEAD**), a municipal corporation of the State of Arizona; Lake Havasu City (**LAKE HAVASU**), a municipal corporation of the State of Arizona; the Mohave County Attorney’s Office (**COUNTY ATTORNEY**), an agency of Mohave County; and the Mohave County Sheriff’s Office (**SHERIFF**), an agency of Mohave County. Kingman, Bullhead, Lake Havasu, County Attorney and Sheriff are sometimes collectively referred to as the “**Parties**” or individually as the “**Party**.” The Parties participate jointly in the Mohave Area General Narcotic Enforcement Team (**MAGNET**).

RECITALS

WHEREAS:

- A.** The various cities are incorporated under the Constitution of Arizona, Article XIII, Section 1, and other applicable laws including Arizona Revised Statutes, Title 9, Chapter 1.
- B.** The cities are within the geographical boundaries of Mohave County, a body politic and corporate of the State of Arizona.
- C.** The Parties can provide for the benefit of the other(s), for the benefit of public health, safety and welfare, and other public purpose.
- D.** The Parties participate jointly in a program to investigate criminal narcotic activities in the County of Mohave.
- E.** Pursuant to the requirements of and powers granted by Arizona Revised Statutes (“**A.R.S.**”) Title 11, Chapter 7, Article 3, Section 11-952, and, Title 9, Chapter 1, Article 3, Section 9-137, the Parties desire to enter into this Agreement.
- F.** Acting through their duly elected governing body, by Resolution, the Parties’ governing boards have approved their respective agencies to enter into this Agreement, and authorized a representative to execute the same on behalf of the governing board or agency.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual

promises, terms and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, the Parties agree as follows:

1. **INCORPORATION BY REFERENCE.** The above Recitals shall be incorporated by reference as part of the Parties' agreements and/or as the basis of consideration for this Agreement.
2. **COMMENCEMENT, DURATION, AND TERMINATION.** Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect unless earlier terminated as provided hereinafter. This Agreement shall be in effect for five years and will renew automatically in one year intervals, unless any Party provides notice of non-renewal. That previous agreement entered into between the Parties in 2011 is hereby terminated.

Any Party may terminate their involvement in this Agreement, with or without cause, by serving upon the Parties, a thirty (30) day prior written Notice of Termination.

This Agreement may be canceled in accordance with A.R.S. Title 38, Chapter 3, Article 8, Section 38-511.

3. **PURPOSES.** The basic purpose of this Agreement is to provide commissioned officers and to continue the ongoing operations of MAGNET.
4. **RESPONSIBILITIES.** The Parties shall be responsible as follows:

4.1 Kingman shall:

- 4.1.1 Act as a fiduciary of MAGNET to the extent of the grant funding and RICO seizures. In no event shall the City's general funds be utilized to pay MAGNET expenses nor shall Kingman incur financial liability for MAGNET operations.
- 4.1.2 Pay overtime compensation, upon request of other agencies, from funds allocated and in support of the activities and operations of MAGNET, including but not limited to Edward Byrne grant, ACJC, HIDTA, RICO Funds, etc.
- 4.1.3 Agree that the overtime rate shall be one and one-half (1 ½) the employee's current hourly wage, plus employee related expenses as authorized for any approved overtime incurred on MAGNET related duties for the duration of this Agreement, or the depletion of MAGNET funding.
- 4.1.4 Make available commissioned employees, in the form of one MAGNET commander and the rest detectives.
- 4.1.5 Pay the basic salary of the assigned commander for the duration of this Agreement; the one detective to be funded by the BYRNE Grant as long as that grant is available.
- 4.1.6 Furnish vehicles to the assigned employees.
- 4.1.7 Submit all claims for overtime and employee related expenses after verification that they are true and accurate, and that the employee was, in fact, on overtime status.

Overtime must be in performance of official MAGNET duties.

4.1.8 Submit all claims in a timely fashion.

4.2 Sheriff shall:

4.2.1 Make available commissioned employees, in the form of one supervisor and the rest detectives, to be assigned to MAGNET.

4.2.2 Pay the basic salaries of the assigned employees for the duration of this Agreement; with the exception of one detective to be funded by the BYRNE Grant as long as that grant is available.

4.2.3 Furnish vehicles to the assigned employees.

4.2.4 Submit all claims for overtime and employee related expenses after verification that they are true and accurate, and that the employee was, in fact, on overtime status. Overtime must be in performance of official MAGNET duties.

4.2.5 Submit all claims in a timely fashion.

4.3 Bullhead shall:

4.4.1 Make available commissioned employees, in the form of one supervisor and the rest detectives, to be assigned to MAGNET.

4.4.2 Pay the basic salaries of the assigned employees for the duration of this Agreement; with the exception of one detective to be funded by the BYRNE Grant as long as that grant is available.

4.4.3 Furnish vehicles to the assigned employees.

4.4.4 Submit all claims for overtime and employee related expenses after verification that they are true and accurate, and that the employee was, in fact, on overtime status. Overtime must be in performance of official MAGNET duties.

4.4.5 Submit all claims in a timely fashion.

4.5 Lake Havasu shall:

4.5.1 Make available commissioned employees, in the form of one supervisor and the rest detectives, to be assigned to MAGNET.

4.5.2 Pay the basic salaries of the assigned employees for the duration of this Agreement; with the exception of one detective to be funded by the BYRNE Grant as long as that grant is available.

4.5.3 Furnish vehicles to the assigned employees.

5. **LAWS.** The laws of the State of Arizona shall apply to this Agreement. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws (hereinafter collectively “**Laws**”). This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by Laws. The Parties agree to comply with Title 41, Chapter 9, of the Arizona Revised Statutes (Civil Rights), as well as Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, to include the Americans with Disabilities Act.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Parties and each officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney’s fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnifying Party, its officers, employees, agents, or any tier of subcontractor in connection with this Agreement.

This Indemnifying clause will survive the termination of this Agreement. The amount and type of insurance coverage requirements set forth in this agreement will in no way be construed as limiting the scope of the indemnification.

7. **WORKERS COMPENSATION.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the party who is the employee’s primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

8. **E-VERIFY.** Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify. If any Party later determines that another Party is non-compliant with E-Verify, it shall notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

9. **NOTICE.** Any notice that is necessary shall be in writing and given by telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail, certified mail-return receipt requested, postage prepaid, addressed to a Party at the address set forth below, or such other address as a Party may designate in writing by prior notice. The date notice is given shall be the date on which the notice is delivered if notice is given by personal delivery or overnight express delivery service, or three (3) days from the date of deposit in the Mail, if the notice is sent through the United States Mail. Notice shall be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or overnight express

delivery service, or three (3) days following the date of deposit in the mail, if notice is sent through the United States Mail.

Kingman:

Mail or Deliver To:

Robert DeVries
Chief of the Kingman Police Department
2730 E. Andy Devine Avenue
Kingman, Arizona 86401

Bullhead City

Mail or Deliver To:

Brian Williamson
Chief of the Bullhead City Police Department
1255 Marina Blvd
Bullhead City, Arizona 86442

Lake Havasu City

Mail or Deliver To:

Dan Doyle
Chief of the Lake Havasu City Police Department
2330 McCulloch Boulevard North
Lake Havasu City, Arizona 86403

County Attorney

Mail or Deliver To:

Matt Smith
Mohave County Attorney
315 N. Fourth St
Kingman, Arizona 86401

Sheriff

Mail or Deliver To:

Doug Schuster
Mohave County Sheriff
600 W. Beale St
Kingman, Arizona 86401

10. OTHER CONDITIONS OR PROVISIONS

10. Severability. The terms of this Agreement are severable. Any waiver by the Parties of any provision herein shall not impair the right of any Party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Laws. Such provision shall be ineffective solely to the extent of such prohibition or invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

10.2 Voluntary Execution. The Parties acknowledge having read the Agreement in its entirety and

voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth.

10.3 Arbitration. In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation

10.4 No Implied Authority. This Agreement shall not be considered to imply authority to perform any tasks, accept any responsibility, or to do any other thing in relation hereto, not expressly set forth herein.

10.5 Construction of Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

10.6 Non-Discrimination. The Parties will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, familial status, genetic information, political affiliation or any other protected basis in the selection, treatment and retention of employees, subcontractors or in the procurement of materials and leases of equipment. The Parties also will not participate, either directly or indirectly, in any type of discrimination prohibited by any federal, state, or local law, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below. This Agreement shall be effective as of the date first above written, and upon being fully executed.

CITY OF KINGMAN, a municipal corporation of the State of Arizona

_____ By _____
Date Signed Robert DeVries, Chief, Kingman Police Department

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:
KINGMAN CITY ATTORNEY**

_____ By _____
Date Signed Carl W. Cooper, City Attorney

ATTESTATION OF CITY APPROVAL

I, Sydney Muhle, Clerk of Kingman, Arizona, hereby certify that the City Council of Kingman, Arizona, on the _____ day of _____, 2018, approved on behalf of City of Kingman, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

(Seal) _____
Clerk, City of Kingman, Arizona

CITY OF BULLHEAD CITY, a municipal corporation of the State of Arizona

Date Signed

By _____
Brian Williamson, Chief, Bullhead City Police Department

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:**

CITY OF BULLHEAD CITY ATTORNEY

Date Signed

By _____
Garn Emory, City Attorney

ATTESTATION OF CITY APPROVAL

I, Susan Stein, Clerk of the City of Bullhead City, Arizona, hereby certify that the City Council of Bullhead City, Arizona, on the ____ day of _____, 2018, approved on behalf of City of Bullhead City, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

(Seal)

Clerk, City of Bullhead City, Arizona

LAKE HAVASU CITY, a municipal corporation of the State of Arizona

Date Signed

By _____
Dan Doyle, Chief, Lake Havasu City Police Department

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:
LAKE HAVASU CITY ATTORNEY**

Date Signed

By _____
Kelly Garry, City Attorney

ATTESTATION OF CITY APPROVAL

I, Kelly Williams, Clerk of Lake Havasu City, Arizona, hereby certify that the City Council of Lake Havasu City, Arizona, on the ____ day of _____, 2018, approved on behalf of City of Lake Havasu City, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

(Seal)

Clerk, Lake Havasu City, Arizona

MOHAVE COUNTY SHERIFF, an elected official of Mohave County in the State of Arizona

Date Signed By _____
Doug Schuster, Sheriff, Mohave County Sheriff's Department

APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:

DEPARTMENT ATTORNEY FOR THE MOHAVE COUNTY SHERIFF'S DEPARTMENT

Date Signed By _____
James Schoppmann, Attorney

COUNTY ATTORNEY, an elected official of Mohave County in the State of Arizona

Date Signed By _____
Matt Smith, County Attorney, Mohave County Attorney's Office

ATTESTATION OF BOARD OF SUPERVISOR APPROVAL

I, Ginny Anderson, Clerk of the Board of Supervisors of Mohave County, Arizona, hereby certify that the Board of Supervisors of Mohave County, Arizona, on the ____ day of _____, 2018, approved on behalf of Mohave County, an Arizona Political Entity, for the purposes stated, the foregoing Agreement.

(Seal) _____
Clerk, Board of Supervisors of Mohave County, Arizona