

RESOLUTION 2020-002

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF HUACHUCA CITY TO PROVIDE TRAFFIC SIGNAL MAINTENANCE AND REPAIR TO HUACHUCA CITY; 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, Huachuca City received funding and plans to construct two emergency traffic signals on Highway 90 to allow for safe access for emergency vehicles; and

WHEREAS, Huachuca City is responsible for the maintenance and repair of the traffic signals, but does not employ qualified staff to maintain or repair the signals; and

WHEREAS, the City of Sierra Vista is willing and able to provide to Huachuca City traffic signal maintenance and repair at a reasonable cost, and

WHEREAS, the City of Sierra Vista and the Town of Huachuca City, are both authorized to enter into intergovernmental agreements and contracts pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions and desire to enter into an Intergovernmental Agreement for the City of Sierra Vista to provide traffic signal maintenance and repair to Huachuca City;

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.

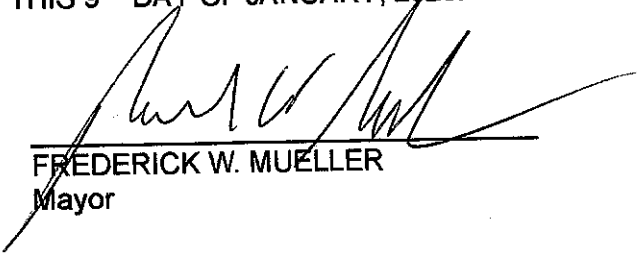
SECTION 2

The Mayor and City Council of the City of Sierra Vista hereby adopt the Intergovernmental Agreement between the City of Sierra Vista and the Town of Huachuca City for the purpose of providing traffic signal maintenance and repair to Huachuca City.

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.

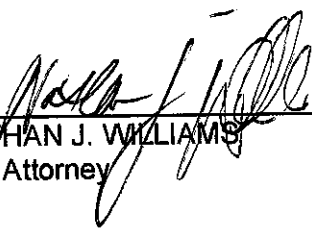
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 9TH DAY OF JANUARY, 2020.



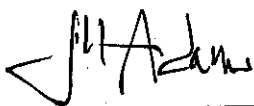
FREDERICK W. MUELLER
Mayor

Approval as to Form:

Attest:



NATHAN J. WILLIAMS
City Attorney



JILL ADAMS
City Clerk

Prepared by:
Victoria Yarbrough, Assistant City Manager

INTERAGENCY GOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF SIERRA VISTA

AND

THE TOWN OF HUACHUCA CITY

FOR

TRAFFIC SIGNAL REPAIR AND MAINTENANCE

This Interagency Governmental Agreement (hereinafter referred to as AGREEMENT) is entered into, in accordance with Arizona Revised Statutes, Section 11-952, on this ____ day of ____, 20____, by and between the City of Sierra Vista (hereinafter referred to as Sierra Vista), a municipal corporation, organized under the laws of the State of Arizona and the Town of Huachuca City (hereinafter referred to as Huachuca City).

BACKGROUND AND INTENT

WHEREAS, Huachuca City intends to install two emergency traffic signals on State Highway 90 to allow for safe access for emergency vehicles onto the highway and is responsible for maintenance; and

WHEREAS, Huachuca City does not employ staff qualified to maintain the emergency signals, but Sierra Vista is willing and able to provide Huachuca City with repair and maintenance services performed by a certified Traffic Signal Technician for its emergency signals.

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, Sierra Vista and Huachuca City desire to enter into an Interagency Governmental Agreement for Sierra Vista to provide traffic signal repair and maintenance to Huachuca City.

THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result there from, parties agree as follows:

SCOPE

Upon request by Huachuca City, Sierra Vista will provide repair and maintenance services to Huachuca City on its emergency traffic signals as listed in Exhibit A. All routine and regular maintenance will be scheduled at least two weeks in advance.

Sierra Vista will keep accurate and complete records as to the date, man-hours expended, equipment, and traffic signal parts used by Sierra Vista to resolve maintenance or repair requests pursuant to this Agreement.

Sierra Vista will invoice Huachuca City for labor at the technician's hourly plus burdened rate; equipment; and parts required for providing repair or maintenance services at the rates listed in Exhibit B. The rates in Exhibit B shall remain in effect during each fiscal year unless adjusted by Sierra Vista in writing to Huachuca City by June 30 of each year.

Sierra Vista agrees to provide Huachuca City with the contact information necessary to allow Huachuca City to request repairs and maintenance.

TERM

The initial term of this AGREEMENT shall be from January 1, 2020 through June 30, 2020. Thereafter, it shall automatically renew for successive one-year terms as of July 1 of each year, for up to three additional terms, unless either party notifies the other of its intent to not renew the AGREEMENT by written notice provided by June 1 prior to any renewal term. Otherwise, the AGREEMENT may be terminated as provided immediately below.

TERMINATION, DEFAULT, AND REMEDIES

Either party may terminate this AGREEMENT by giving the other party a 60-day prior written notice of its intent to terminate.

If Huachuca City fails to pay any of the sums required to be paid or fails to do any other things required to be done by Huachuca City under this AGREEMENT, Huachuca City shall be deemed to be in default. If Sierra Vista fails to perform the services required to be performed, fails to pay any of the sums required to be paid or fails to do any other thing required to be done by Sierra Vista under this AGREEMENT, Sierra Vista shall be deemed to be in default.

If Huachuca City, after written notice, fails to remedy any default within 30 days, or if the remedy requires more than 30 days or fails to begin and diligently pursue remedy of the

default within 30 days, Sierra Vista may, at its option, terminate this AGREEMENT by giving written notice of such termination to Huachuca City. Sierra Vista may also pursue any other remedies available to it under applicable law by reason of Huachuca City's default.

If Sierra Vista, after written notice, fails to remedy any default within 30 days, or if the remedy requires more than 30 days or fails to begin and diligently pursue remedy of the default within 30 days, Huachuca City may, at its option, terminate this AGREEMENT by giving written notice of such termination to Sierra Vista. Huachuca City may also pursue any other remedies available to it under applicable law by reason of Sierra Vista's default.

INSURANCE

It is understood that Huachuca City and Sierra Vista are both public bodies in the State of Arizona. Each party shall maintain worker's compensation insurance as required by state and/or federal laws, 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.

The limits of the required insurance shall be adjusted in accordance with the maximum limit of liability imposed on political subdivisions of the State of Arizona during the term of this AGREEMENT.

The insurance shall stipulate that the coverage shall not terminate or be canceled without thirty days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the AGREEMENT, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the AGREEMENT and to provide the Insured Party with evidence thereof.

INDEMNIFICATION

To the fullest extent permitted by law, Huachuca City shall defend, indemnify, and hold harmless Sierra Vista, its agents officers, officials and employees from and against all tortuous claims, damages, losses and expenses, including but not limited to attorney fees, court costs and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Huachuca City, its agents or employees. Huachuca City's duty to defend, hold harmless and indemnify Sierra Vista, its agents, officers, officials and employees shall arise in

connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from caused by any of Huachuca City's acts, errors, mistakes, omissions, work or services in the performance or failure to perform under this AGREEMENT, including any employee of Huachuca City or any other person for whose acts, errors, mistakes, omissions, work or services Huachuca City may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, Sierra Vista shall defend, indemnify, and hold harmless Huachuca City, its agents officers, officials and employees from and against all tortuous claims, damages, losses and expenses, including but not limited to attorney fees, court costs and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Sierra Vista, its agents or employees. Sierra Vista's duty to defend, hold harmless and indemnify Huachuca City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from caused by any of Sierra Vista's acts, errors, mistakes, omissions, work or services in the performance or failure to perform under this AGREEMENT, including any employee of Sierra Vista or any other person for whose acts, errors, mistakes, omissions, work or services Sierra Vista may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ADMINISTRATION OF AGREEMENT

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary. Any disputes arising under this AGREEMENT which cannot be resolved by the above-mentioned representatives, shall be referred to the City Managers for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.

NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

HUACHUCA CITY

Town Manager
500 Gonzales Blvd
Huachuca City, AZ 85616

SIERRA VISTA

City Manager
1011 N. Coronado Drive
Sierra Vista, AZ 85635

ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to any third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

OTHER TERMS

1. **WORKER'S 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 intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer 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 notice required.

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

3. **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.

4. **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.

5. **INSPECTION AND AUDIT.** The parties agree to retain and dispose of all books, accounts, reports, files, and other records pursuant to the provisions of the Arizona State Library, Archives & Public Records General Records Retention Schedule for All State and Local Agencies. The parties further agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

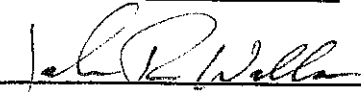
6. **PUBLIC RECORDS LAW.** Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

7. **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.

IN WITNESS WHEREOF, two identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

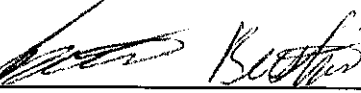
APPROVED BY:

TOWN OF HUACHUCA CITY

By 
Johann Wallace, Mayor


DATED: 12/12/2019

ATTEST:

By 
Janine Rustine, Town Clerk
Town of Huachuca City

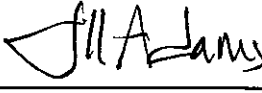
APPROVED BY:

CITY OF SIERRA VISTA

By 
Frederick W. Mueller, Mayor

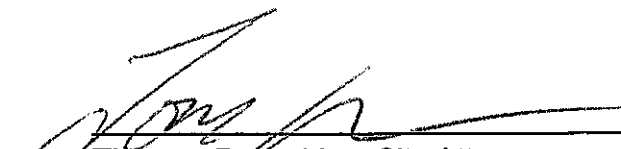
DATED: 01/09/2020

ATTEST:

By 
Jill Adams, City Clerk
City of Sierra Vista

Pursuant to A.R.S. §11-952, this AGREEMENT has been reviewed by legal counsel for each party to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client agency.

APPROVED AS TO FORM:


Thomas Benavidez, City Attorney
Town of Huachuca City

APPROVED AS TO FORM:


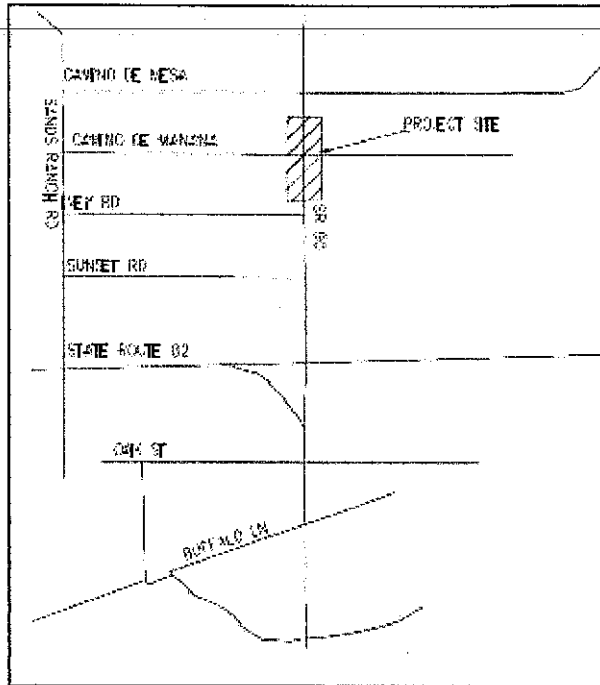
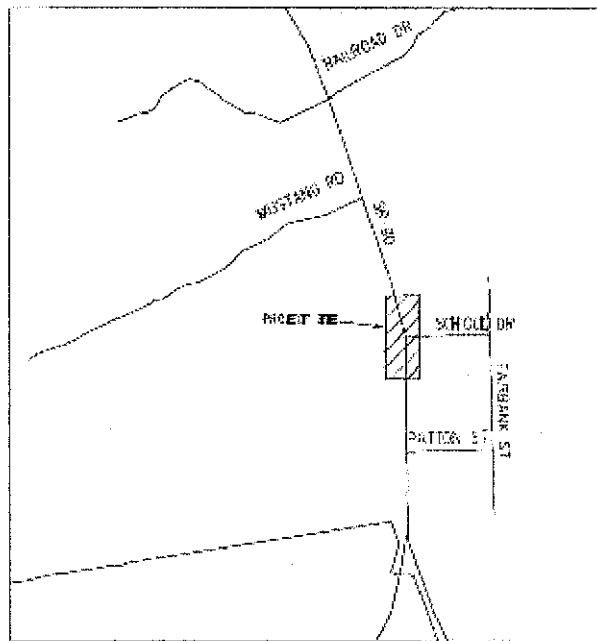

Nathan Williams, City Attorney
City of Sierra Vista

Exhibit A



CAMINO DE MANANA RD PROJECT SITE



SCHOOL DRIVE PROJECT SITE

Exhibit B

A. Hourly rates of staff

Last Name	First Name	TOTAL PER HOUR
MEINZER	BRADLEY	\$ 32.39
MUNSEY	RONALD	\$ 26.11
PETTY	JAMES	\$ 31.81
ROBITAILLE	JAMES	\$ 21.64
TAYLOR	JARED	\$ 22.00
WILSON	DENNIS	\$ 23.96
WRIGHT	FRANK	\$ 25.61

B. Equipment rate

Boom truck and equipment \$20/hr

C. Parts shall be charged at the cost of the part used.