

RESOLUTION 2020-013

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF HUACHUCA CITY; AND AUTHORIZING 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 Town of Huachuca City desires to operate an intercity bus route originating in Huachuca City and Tombstone, with stops in Sierra Vista; and

WHEREAS, the Town of Huachuca City has been awarded a grant from the Legacy Foundation to fund this intercity bus route for one year; and

WHEREAS, both the City of Sierra Vista and the Town of Huachuca City acknowledge demand for such service is warranted pursuant to the inter-city route feasibility study conducted by the SouthEastern Arizona Governments Organization (SEAGO) and that success of the service is dependent upon participation of public transportation providers; and

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, the Town of Huachuca City and the City of Sierra Vista desire to enter into an Intergovernmental Agreement whereby Sierra Vista agrees to allow the use of certain facilities and services, as stipulated in this agreement.

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 City Council entering into Intergovernmental Agreements with other public agencies, be, and hereby is, reaffirmed.

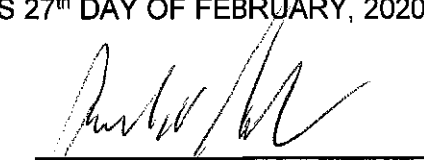
SECTION 2

That the City Council hereby approves entering into an Intergovernmental Agreement with the Town of Huachuca City for Intercity Route Services.

SECTION 3

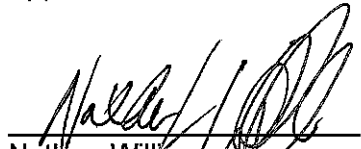
That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all further steps necessary to carry out the purposes and intent of this Resolution and finalize and sign the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 27th DAY OF FEBRUARY, 2020.



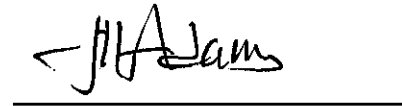
Frederick W. Mueller, II
Mayor

Approval as to Form:



Nathan Williams
City Attorney

Attest:



Jill Adams
City Clerk

Prepared by:
Sharon G. Flissar, P.E., Director of Public Works

INTERAGENCY GOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF HUACHUCA CITY

AND

THE CITY OF SIERRA VISTA

FOR

INTERCITY ROUTE SERVICES

This Interagency Governmental Agreement (hereinafter referred to as AGREEMENT) is entered into, in accordance with Arizona Revised Statutes, Section 11-952, on this 27th day of February, 2020, by and between the Town of Huachuca City, a municipal corporation, organized under the laws of the State of Arizona (hereinafter referred to as "TOWN") and the City of Sierra Vista, a municipal corporation, organized under the laws of the State of Arizona (hereinafter referred to as "SIERRA VISTA" or "Sierra Vista").

BACKGROUND AND INTENT

WHEREAS, TOWN desires to operate an intercity bus route originating in Huachuca City and Tombstone, with stops in Sierra Vista; and

WHEREAS, TOWN has been awarded a grant from the Legacy Foundation to fund this intercity bus route for one year; and

~~WHEREAS, both parties acknowledge demand for such service is warranted~~ pursuant to the inter-city route feasibility study conducted by the SouthEastern Arizona Governments Organization (SEAGO) and that success of the service is dependent upon participation of public transportation providers in the TOWN and SIERRA VISTA; and

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, TOWN and SIERRA VISTA desire to enter into an Intergovernmental Agreement whereby SIERRA VISTA agrees to allow the use of certain facilities and services, as stipulated in this AGREEMENT.

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

TERM

The initial term of this AGREEMENT shall be for a period of one year, from March 2, 2020 through February 26, 2021. Thereafter, it may be renewed for successive one-year terms, for up to two successive one-year terms, upon written agreement of the Parties.

FACILITY USE AND SIGNAGE

SIERRA VISTA will make available for use the existing bus stops and station shown on Exhibit A, will allow TOWN to mount its bus stop signs and schedules on the existing poles at each of these locations, will allow Huachuca City's passengers access to its bus stops and the Vista Transit Center, and will allow TOWN to advertise its bus service at these locations.

Each party will allow reasonable bus window and other appropriate advertising of the cooperative bus services offered between them.

INSTALLATION OF COMMERCIAL ADVERTISING ON TOWN BUSES

SIERRA VISTA has facilities and personnel capable of professionally installing commercial bus advertising on TOWN buses. SIERRA VISTA agrees, upon TOWN'S request, to use its facilities, personnel and printing vendor to install commercial advertising on TOWN buses. TOWN agrees to repay SIERRA VISTA for its costs in performing the work within 15 days of receiving SIERRA VISTA'S detailed invoice.

TERMINATION, DEFAULT, AND REMEDIES

~~Either party may terminate this AGREEMENT at any time without cause by giving the other party written notice of the intent to terminate the AGREEMENT no less than 60-days prior to the date of termination.~~

INSURANCE

It is understood that SIERRA VISTA and TOWN are both public bodies in the State of Arizona. Each party shall maintain workers' 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.

INDEMNIFICATION

To the fullest extent permitted by law, TOWN shall defend, indemnify, and hold harmless the 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 TOWN, its agents, or employees. TOWN'S duty to defend, hold harmless, and indemnify the 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 TOWN acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the TOWN or any other person for whose acts, errors, mistakes, omissions, work, or services the TOWN 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 the TOWN, 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 the TOWN, 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 SIERRA VISTA acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the SIERRA VISTA or any other person for whose acts, errors, mistakes, omissions, work, or services the 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 SIERRA VISTA'S City Manager and TOWN'S Town Manager 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.

TOWN

Huachuca City
ATTN: Town Manager
500 N. Gonzales Blvd.
Huachuca City, AZ 85616
Tel: 520.456.1354

SIERRA VISTA

City of Sierra Vista
Attn: City Manager
1011 North Coronado Drive
Sierra Vista, AZ 85635
Tel: 520.458.3315

ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a 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 parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. In the event that any provision of this AGREEMENT or portion thereof is held invalid, illegal or unenforceable, such, provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

OTHER TERMS

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

2. **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 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.

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

4. **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.

5. **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.

6. **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.


7. 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.*

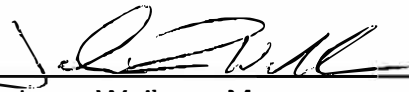
8. JURISDICTION AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, two (2) 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

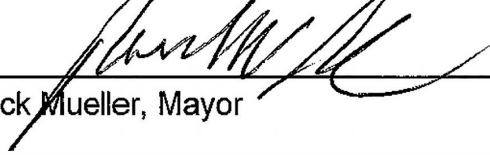
By 
Eric Duthie, Town Manager
DATED: 02/13/2020

By 
Johann Wallace, Mayor
DATED: 13 FEB 2020

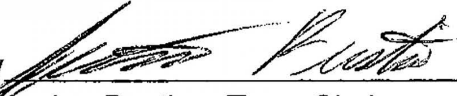
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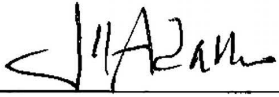
SIERRA VISTA

By 
Procurement Manager
DATED: 2-27-2020

By 
Rick Mueller, Mayor
DATED: 02-27-20


ATTEST:

By 
Janine Rustine, Town Clerk
DATED: 2-25-2020

By 
Jill Adams, City Clerk
DATED: 13/02/2020

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 SIERRA VISTA.

APPROVED AS TO FORM:


Thomas Benavidez, Town Attorney

APPROVED AS TO FORM:

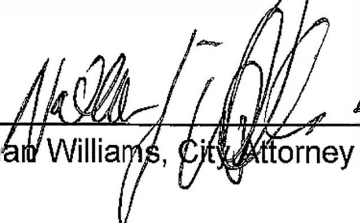

Nathan Williams, City Attorney

EXHIBIT "A"

List of Bus Stop Facilities

1. Canyon Vista Medical Center (East end stop);
2. Cochise College Main Campus; and
3. Vista Transit Center.