

RESOLUTION 2021-007

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH COCHISE COLLEGE FOR FLEET MAINTENANCE SERVICES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista provides fleet maintenance services to other governmental agencies through Intergovernmental Agreements (IGAs) and Memorandums of Understanding (MOUs); and

WHEREAS, Cochise College requires fleet maintenance services for a 1997 Pierce fire truck that was donated to Cochise College by the City of Sierra Vista for use in their Fire Science Technology Program; and

WHEREAS, the City of Sierra Vista charges other governmental agencies for parts and labor associated with the maintenance services, which covers the cost plus markup of the services provided; and

WHEREAS, it is in the best interest of the both the City of Sierra Vista and Cochise College to partner on fleet maintenance services;

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

SECTION 1

That the City of Sierra Vista will provide fleet maintenance services for a 1997 Pierce fire truck utilized by Cochise College in their Fire Science Technology program.

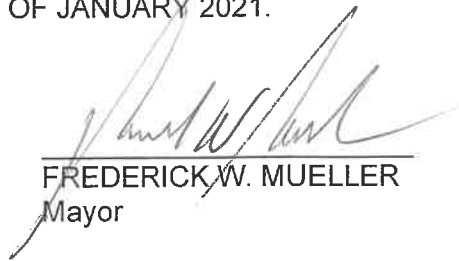
SECTION 2

That the City of Sierra Vista will charge Cochise College for parts and labor associated with the cost of maintenance, plus markup, as detailed in the MOU.

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 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 14TH DAY OF JANUARY 2021.



FREDERICK W. MUELLER
Mayor

Approval as to Form:



NATHAN J. WILLIAMS
City Attorney

Attest:



JILL ADAMS
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SIERRA VISTA
AND
COCHISE COLLEGE
FOR
FLEET MAINTENANCE AND REPAIR SERVICES

This Memorandum of Understanding (hereinafter referred to as AGREEMENT) is entered into, in accordance with Arizona Revised Statutes, Section 11-952, on this 14th day of January, 2021, by and between the City of Sierra Vista, a municipal corporation, organized under the laws of the State of Arizona (hereinafter referred to as CITY) and Cochise College (hereinafter referred to as AGENCY).

BACKGROUND AND INTENT

WHEREAS, both parties acknowledge that it is in the best interest of the local taxpayers to minimize costs and maximize benefits to both parties; and

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, CITY and AGENCY desire to enter into a Memorandum of Understanding.

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

TERM

The initial term of this AGREEMENT shall be from January 1, 2021 through June 30, 2021. Thereafter, it shall be deemed renewable for successive one-year terms as of July 1 of each year, unless terminated by mutual written agreement of both parties, or pursuant to the conditions of this AGREEMENT.

SCOPE

The CITY has staffing and equipment to provide all fleet services needed to maintain the fire truck and other vehicles and equipment owned and/or operated by AGENCY. Fleet services are billed out at \$100/hour plus parts. Parts are billed at cost plus 15%. If AGENCY is also interested in utilizing the CITY'S fuel facility, they will be billed for the wholesale cost of the fuel plus \$0.05. The CITY provides diesel and unleaded fuels, and the facility is accessible 24 hours per day with the use of an access card.

TERMINATION, DEFAULT, AND REMEDIES

Either party may request termination of this AGREEMENT with a 60-day prior written notice.

If CITY fails to perform the services required to be performed by CITY under this AGREEMENT, CITY shall be deemed to be in default. If AGENCY fails to pay any of the sums required under this AGREEMENT or fails to do any other thing required to be done by AGENCY under this AGREEMENT, AGENCY shall be deemed to be in default.

If 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, the AGENCY may, at its option, terminate this AGREEMENT by giving written notice of such termination to CITY. AGENCY may also pursue any other remedies available to it under applicable law by reason of CITY's default.

If AGENCY, after written notice, fails to pay any of the sums required to be paid under this AGREEMENT or to remedy any other 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, CITY may, at its option, terminate this AGREEMENT immediately by giving written notice of such termination to AGENCY. CITY may also pursue any other remedies available to it under applicable law by reason of AGENCY's default.

INSURANCE

It is understood that AGENCY and CITY are both public bodies in the State of Arizona. 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 \$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 (30) 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, AGENCY shall defend, indemnify, and hold harmless the 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 AGENCY, its agents, or employees. AGENCY's duty to defend, hold harmless, and indemnify the 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 AGENCY's acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the AGENCY or any other person for whose acts, errors, mistakes, omissions, work, or services the AGENCY 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, CITY shall defend, indemnify, and hold harmless the AGENCY, 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 CITY, its agents, or employees. CITY's duty to defend, hold harmless, and indemnify the AGENCY, 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 CITY's acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the CITY or any other person for whose acts, errors, mistakes, omissions, work, or services the 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.

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 Manager and AGENCY's representative 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.

CITY

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

AGENCY

Cochise College
901 N. Colombo Avenue
Sierra Vista, AZ 85635

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.

BOYCOTT OF ISRAEL

It is understood that AGENCY and CITY are not currently engaged in, and agree that for the duration of this Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393."

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.

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:

AGENCY

BY: Wendy Davis
Wendy Davis, PhD
Vice President for Administration

DATED: 01.27.2021

APPROVED BY:

CITY

BY: Kennie Downing
Kennie Downing
Procurement Manager

DATED: 1-12-21

ATTEST:

By Jill Adams
Jill Adams
City Clerk

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:

AGENCY Attorney

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED BY:

AGENCY

BY: _____

Wendy Davis, PhD
Vice President for Administration

DATED: _____

APPROVED BY:

CITY

BY: _____

Kennie Downing
Procurement Manager

DATED: 1-12-21

ATTEST:

By _____

Jill Adams
City Clerk

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christine J. Roberts

AGENCY Attorney

[Signature]

City Attorney