

# **EXHIBIT A**

**Intergovernmental Agreement  
Between  
City of Douglas  
And  
Cochise County Community College District**

***General Provision***

This Agreement is made by and between the City of Douglas, Arizona, 425 E. 10<sup>th</sup> Street, Douglas, AZ 85607, hereinafter referred to as CITY, and Cochise County Community College District, DBA Cochise College, 901 North Colombo Avenue, Sierra Vista, AZ 85635, hereinafter referred to as COLLEGE, each a Party and collectively, the Parties.

***Witnesseth***

The purpose of this Agreement is to establish a program between CITY and COLLEGE to provide for safe and reliable transportation between specific locations in Douglas, Bisbee, Sierra Vista and Cochise College Douglas and Sierra Vista Campuses.

1. CITY will operate bus routes between various locations in CITY to be determined by mutual written agreement and the COLLEGE'S Douglas campus located at 4190 West Highway 80 and the COLLEGE'S Sierra Vista campus located at 901 North Colombo Avenue.
2. The bus routes from Douglas and Bisbee to the COLLEGE'S Douglas campus will be run a maximum of four (4) times daily on days when school is in session, at times agreed upon in writing, unless both parties agree otherwise, in writing. On occasion, a second bus may be required to supplement an established route due to increased riders. Bus routes to and from the COLLEGE'S Sierra Vista campus will be set by CITY at its own discretion.
3. COLLEGE students and faculty possessing a valid and active Cochise College ID shall be allowed to ride at the following fees:
  - a. Douglas to Douglas COLLEGE - \$0.25 per ride
  - b. Douglas COLLEGE to Douglas - \$0.25 per ride
  - c. Bisbee to Douglas COLLEGE - \$0.25 per ride
  - d. Douglas COLLEGE to Bisbee - \$0.25 per ride
  - e. Douglas/Bisbee Semester Pass - \$20.00 per semester
  - f. Sierra Vista to Douglas COLLEGE - \$0.50 per ride
  - g. Douglas COLLEGE to Sierra Vista - \$0.50 per ride
  - h. Bisbee to Sierra Vista COLLEGE \$0.50 per ride
  - i. Sierra Vista COLLEGE to Bisbee \$0.50 per ride

j. Sierra Vista Semester Pass - \$40.00 per semester

All other stops not mentioned above going to Sierra Vista COLLEGE, shall pay \$0.50 per ride and/or \$40.00 for a semester pass.

CITY may adjust the student/faculty fees at any time and must provide advance notice to COLLEGE of no less than thirty (30) days.

4. COLLEGE shall allow for the purchase of semester passes issued by CITY at Douglas and Sierra Vista Campuses. All funds collected by COLLEGE shall be handled separately from COLLEGE funds and remitted to CITY on a monthly basis. CITY shall provide COLLEGE with a log to track any sales and a copy of said log shall accompany remittance to CITY. The log will identify each uniquely numbered pass and basic purchaser information. Payment shall be remitted to the Remit To address and contact. In addition, COLLEGE shall verify for CITY if College IDs are valid and active.
5. COLLEGE agrees to pay CITY a rate of Twenty-Five Thousand Dollars (\$25,000.00) per year.
6. CITY shall, by the 15<sup>th</sup> of each month, provide COLLEGE a report indicating the total number of riders with valid Cochise College ID in the prior month. CITY shall provide an invoice for half of contracted amount agreed to in Section 5 by the 15<sup>th</sup> of January and the other half by the 15<sup>th</sup> of June along with Remit To address and contact. COLLEGE shall then have fifteen (15) days to provide payment of the invoice to CITY.
7. The term of this agreement shall be July 1, 2022, through June 30, 2023, and may be extended for additional twelve (12) month periods by written agreement from both Parties.
8. In the event that either Party believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within the ten (10) working days, the non-breaching Party shall have the right to terminate this Agreement without further notice.

Either Party may terminate this agreement, without cause, upon sixty (60) days written notice to the other, provided that such termination must occur at the end of a semester to minimize any unfavorable impact on students, unless both Parties agree otherwise.

9. This Agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.

10. The Parties to this Agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap, or veteran status.
11. The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
12. This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.
13. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO COLLEGE:            Dr. Wendy Davis  
                                    Vice President for Administration  
                                    901 North Colombo Avenue  
                                    Sierra Vista, AZ 85635

IF TO CITY:                Mr. Luis Pedroza  
                                    Deputy City Manager/City Treasurer  
                                    425 E. 10<sup>th</sup> Street  
                                    Douglas, AZ 85607

                                    Ms. Xenia Gonzalez  
                                    Neighborhood Resources Director  
                                    425 E. 10<sup>th</sup> Street  
                                    Douglas, AZ 85607

14. The terms 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

in favor of any potential third party beneficiary or other person, agency or organization.

15. Pursuant to ARS 11-952(D), an attorney for each party must review this Agreement.
16. In accordance with ARS 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.
17. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or acquired by COLLEGE for the program shall be retained by COLLEGE and equipment furnished or acquired by CITY for the program shall be retained by CITY.
18. For the term of this Agreement, CITY shall procure and maintain all insurance outlined below and shall submit a copy of all insurance certificates to COLLEGE. In addition, at renewal of the policies and within 15 days of the policy expiration date(s) or when practical, CITY shall refresh the required Certificates of Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein. CITY does not warrant that the minimum limits contained herein are sufficient to protect COLLEGE from liabilities that might arise out of this Agreement. CITY may purchase additional insurance.

1. Minimum Scope and Limits of Insurance. CITY shall provide coverage with limits of liability not less than those stated below. Excess or Umbrella Liability policies are acceptable if necessary to provide required limits.

- a. Commercial General Liability-Occurrence Form: This policy shall include bodily injury, property damage, personal injury and contractual liability coverages. Coverage shall name COLLEGE as an additional insured and shall contain a waiver of subrogation in favor of the COLLEGE.

General Aggregate	\$2,000,000
Products – Competed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- b. Automobile Liability: Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Agreement and covering all directors, officers, agents, employees

and contractors traveling for any business reason associated with this Agreement. Coverage shall name COLLEGE as an additional insured and shall contain a waiver of subrogation in favor of the COLLEGE

Combined Single Limit (CSL)	\$5,000,000
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c. Workers’ Compensation and Employer’s Liability:

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation in favor of the COLLEGE. This requirement shall not apply to subcontractors exempt under A.R.S. § 23-901, and when such subcontractors execute the appropriate waiver (Sole Proprietor/Independent Contractor) form.

d. Professional Liability:

Each Claim	\$1,000,000
Annual Aggregate	\$3,000,000

CITY warrants that any retroactive date under the required policy shall precede the origination date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time this Agreement is terminated.

2. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, permitted to lapse, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to COLLEGE.
3. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an “A.M. Best” rating of not less than A-VII. If the Insurance Company or other recognized provider is not rated by A.M. Best, then the rating requirements do not apply.
4. Verification of Coverage. CITY shall furnish COLLEGE with certificates of insurance (ACORD form or equivalent) as required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Copies of policies may be used to deliver the required data.

19. For the term of this Agreement, COLLEGE shall procure and maintain all insurance outlined below and shall submit a copy of all insurance certificates to CITY. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein. COLLEGE does not warrant that the minimum limits contained herein are sufficient to protect CITY from liabilities that might arise out of this Agreement. COLLEGE may purchase additional insurance.

1. Minimum Scope and Limits of Insurance. COLLEGE shall provide coverage with limits of liability not less than those stated below. Excess or Umbrella Liability policies are acceptable if necessary to provide required limits.

a. Commercial General Liability-Occurrence Form: This policy shall include bodily injury, property damage, personal injury and contractual liability coverages. Coverage shall name CITY as an additional insured.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

b. Automobile Liability: Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Agreement and covering all directors, officers, agents, employees and contractors traveling for any business reason associated with this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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3. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an “A.M. Best” rating of not less than A-VII. If the Insurance Company or other recognized provider is not rated by A.M. Best, then the rating requirements do not apply.

4. Verification of Coverage. COLLEGE shall furnish CITY with certificates of insurance (ACORD form or equivalent) as required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Copies of policies may be used to deliver the required data.

### **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. **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.

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.

9. COVID-19. City will follow CDC guidelines, local and state official recommendations in the proper sanitation, distancing and preventive measures for the spread of COVID-19.

In witness whereof, the Parties hereto have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ana Urquijo  
City of Douglas  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denis Fitzgibbons  
City of Douglas  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
J.D. Rottweiler, Ph. D  
Cochise County Community College District  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christine J. Roberts  
Chief Civil Deputy Cochise County Attorney

\_\_\_\_\_  
Date