

CITY OF SOUTH TUCSON RESOLUTION NO: 12-24

A RESOLUTION NO. 12-24 OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT [“IGA”] BETWEEN THE CITY OF SOUTH TUCSON, ARIZONA [“CITY”] AND PIMA COUNTY [“COUNTY”] RELATED TO PROVIDING FUEL AND VEHICLE MAINTENANCE TO THE CITY, AUTHORIZING EXECUTION OF THIS RESOLUTION, AUTHORIZING THE MAYOR OF THE CITY OF SOUTH TUCSON TO EXECUTE SAID IGA AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, the South Tucson Mayor and Council have previously entered into a contractual agreement with Pima County to provide for fuel and vehicle maintenance for the City; and

WHEREAS, the CITY and the COUNTY may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and

WHEREAS, the Parties desire to approve and adopt the proposed Intergovernmental Agreement (“IGA”) as presented; and

WHEREAS, the Parties desire to have this item presented to the South Tucson Mayor and City Council on the 26th day of June, 2012 at its next Council meeting; and

WHEREAS, the Mayor and Council of the City of South Tucson have determined that it is in the best interest of the City to approve and adopt the “IGA” with Pima County; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of South Tucson, Arizona, that an emergency be declared to exist to assure continued incarceration services, and that this Resolution be effective immediately upon its passage and adoption.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that the City hereby gives formal approval for the execution of the "IGA" and empowers the Mayor of the City of South Tucson to execute said IGA.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of South Tucson, Arizona, that, due to an existing emergency declared herein, the immediate effectiveness of this Resolution is necessary to preserve the peace, health, and safety of the City of South Tucson, Arizona, and this Resolution shall therefore be effective upon its passage and adoption.

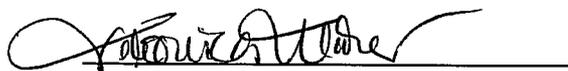
PASSED AND ADOPTED by the Mayor and Council of the City of South Tucson, Pima County, Arizona this 26th day of June, 2012.

APPROVED/EXECUTED


MAYOR, JENNIFER ECKSTROM

ATTEST:

APPROVED AS TO FORM:


City Clerk, Veronica B. Moreno


City Attorney, Patrick Alan Moran, Esq.



PIMA COUNTY FLEET SERVICES

May 18, 2012

City of South Tucson
Attn: Sylvia Solomon
1601 S. 6th Ave
South Tucson, Az. 85713

RE: Intergovernmental Cooperative Purchasing Agreement

I am not sure who should receive the enclosed documents, if you are not the correct person, could you please see that these documents are forwarded to correct person.

The Intergovernmental Cooperative Purchasing Agreement for fuel and maintenance with Pima County Fleet Services has expired. (I know you do not use the maintenance portion of the agreement with Pima County, but it easier to have it in the agreement than add it later.)

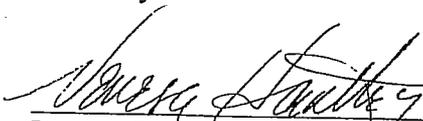
Please review the enclosed contract. If there are no changes please sign in the appropriate places and send the original signed copy back to me in the self addressed envelope enclosed. If you should have any changes to the document, please contact me, I will make the changes and send you the updated copy after the County Attorney reviews the changes.

After the Pima County Board of Supervisors has approved the agreement, I will send a copy for your files.

If you should have any questions, please feel free to contact me.

Thank you for your assistance with this matter

Sincerely


Venesa Hartley, Program Coordinator
740-5903
Venesa.hartley@fs.pima.gov

1301 South Mission Road
Tucson, Arizona 85713



Phone: 520-740-2670
Fax: 520-623-7387

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN
PIMA COUNTY, ARIZONA
AND
CITY OF SOUTH TUCSON**

THIS INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT ("Agreement"), is made and entered into by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and the City of South Tucson, ("South Tucson") for the purpose of providing fuel and vehicle maintenance to South Tucson.

WITNESSETH:

WHEREAS, County and South Tucson may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 through 11-954 and 41-2631 through 41-2634; and

WHEREAS, South Tucson does not have a facility to fuel and maintain said vehicles, and is having difficulty fueling its vehicles locally; and

WHEREAS, County has a facility to fuel and maintain County vehicles; and

WHEREAS, County is willing to provide fuel and vehicle maintenance to South Tucson.

NOW, THEREFORE, County and South Tucson agree as follows:

1. Scope

A. County, through its Fleet Services Department, shall provide fuel from its field service trucks, fuel from its fueling stations located throughout Tucson and Pima County, and vehicle maintenance at 1301 South Mission Road, Tucson, Arizona 85713 to South Tucson. County vehicles and equipment have priority to these fuel and vehicle maintenance services. County fuel and vehicle maintenance shall only be provided vehicles owned or leased by South Tucson.

B. The County is under no obligation to supply fuel or perform vehicle maintenance for South Tucson. Any future reduction in fuel allocations to Pima County or South Tucson due to local, state, or national fuel shortages will require a proportionate reduction in fuel dispensed in accordance with its respective allocation.

C. County shall not be liable to South Tucson for damages to South Tucson vehicles from County-acquired fuel.

D. County guarantees vehicle maintenance work for 90 days or 4,000 miles, whichever comes first, and will pass on to South Tucson any parts warranty provided by the manufacturer. If County vehicle maintenance work or replacement parts fail in normal service within that period, the County shall make additional repairs at no additional charge to South Tucson. County provides no other express warranty on vehicle maintenance work. Any implied warranty of merchantability or fitness is limited to the 90 day or 4,000 miles duration of this warranty.

E. South Tucson shall be liable for all damages to the County facility caused by South Tucson in the course of fueling or maintaining South Tucson vehicles, except for damages that result from the sole negligence of County. Furthermore, South Tucson shall follow the attached fueling and maintenance procedures as specified in Exhibit A, the provisions of which are part of this Agreement and incorporated by reference herein.

2. Payment

A. County shall bill South Tucson monthly through the Fleet Services Accounting Section. Billings shall include all monthly costs for fuel and maintenance. County shall bill for vehicle maintenance at the prevailing shop rate per hour for vehicle maintenance performed at County vehicle maintenance shops. County shall bill towing and actual cost of subcontracted repairs at outside shops, plus labor cost to transport vehicles to and from outside vendors. ~~Current rates are outlined in Exhibit A. South Tucson shall pay~~ County within fifteen (15) days of County's bill.

B. If, after 10 days written notice to South Tucson, South Tucson fails to pay the full amount due, County may terminate this Agreement immediately.

3. Term and Termination

A. County and South Tucson shall within their lawful methods of financing provide for payment of the costs and expenses of their obligations arising each year under this Agreement from current annual budgeted funds for that year.

B. The term of the Agreement shall be from the date of signature by the Pima County Board of Supervisors through June 1, 2017 unless sooner terminated pursuant to the terms of this Agreement. Any modification of this Agreement shall be by formal written amendment and executed by the parties hereto.

C. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to South Tucson.

D. Either party may terminate this Agreement at anytime with thirty (30) days written notice.

4. Severability

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

5. Indemnification

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. ADA

This Agreement shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35 and 36.

7. Conflict of Interest

This Agreement is subject to the provisions of A.R. S. §38-511.

8. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any South Tucson employees, or between South Tucson and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

9. Compliance with Laws

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulation of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

10. Non-discrimination

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

11. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

12. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

13. Insurance

Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days of written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirements may be alternatively met through self insurance pursuant A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (or if a school district, § 15-382) at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

14. Entire Agreement

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, Pima County has, by order of its Board of Supervisors, authorized the Chair to execute this agreement and be attested by the Clerk of said Board, and said South Tucson has, by order of its Governing Board, caused these presents to be subscribed by the Chairman, the day, month and year first above written.

COUNTY OF PIMA

CITY OF SOUTH TUCSON

Chair, Pima County
Board of Supervisors

Chair

ATTEST

ATTEST

Clerk, Board of Supervisors

Clerk

FLEET SERVICES:

Fleet Services Director

The foregoing Agreement between Pima County and City of South Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.

Pima County

City of South Tucson

Deputy County Attorney

Attorney

EXHIBIT A

FUELING PROCEDURES

(1) CITY OF SOUTH TUCSON will provide the County with a list of all of their members who require a gas purchase fuel key and a list of all the vehicles that will be obtaining fuel at Pima County fueling stations. Fleet Services will issue individual driver and vehicle fueling keys.

(2) CITY OF SOUTH TUCSON is to notify Fleet Services immediately if a fueling key becomes lost or stolen. Any fuel that is obtained prior to notification to the Fleet Services Department will be the responsibility of CITY OF SOUTH TUCSON, and CITY OF SOUTH TUCSON will be charged accordingly.

MAINTENANCE PROCEDURES

(1) CITY OF SOUTH TUCSON will have the availability to bring their vehicles to the Fleet Services maintenance shop for both major and minor preventive maintenance. Preventive maintenance will be based on mileage intervals as determined by CITY OF SOUTH TUCSON

(2) Whenever possible CITY OF SOUTH TUCSON will schedule their vehicles for preventive maintenance one (1) week in advance. Downtime of vehicle shall be determined by maintenance shop workload. Pima County shall advise CITY OF SOUTH TUCSON when work will begin on the vehicle and the estimated completion time; Pima County will advise CITY OF SOUTH TUCSON of any changes in the repair schedule.

(3) Priority for maintenance will be given to Pima County vehicles.

(4) CITY OF SOUTH TUCSON will have the availability of utilizing Pima County's towing service company providing arrangements are made through Fleet Services Department.

(5) Pima County Fleet Services Department reserves the right to sublet maintenance repair work to vendors utilized by Pima County, if it is determined that subletting would be more practical or economically feasible. CITY OF SOUTH TUCSON would be required to pay the actual amount of the sublet invoice plus the labor cost for transporting the vehicle to and from the vendor to the Pima County Fleet Services Shop.

(6) All licensing, titling and insurance for CITY OF SOUTH TUCSON vehicles will be the sole responsibility of CITY OF SOUTH TUCSON.

EXHIBIT B

MAINTENANCE PROCEDURES

CURRENT RATES

MAINTENANCE:

ALL VEHICLE SHOP

\$65.00 PER HOUR