



SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

**MEMO TO: ADMINISTRATIVE AND EXECUTIVE COMMITTEES
ADMINISTRATIVE COUNCIL AND EXECUTIVE BOARD**

FROM: RANDY HEISS, EXECUTIVE DIRECTOR

DATE: NOVEMBER 29, 2019

SUBJECT: DECEMBER 5, 2019 JOINT ADMINISTRATIVE-EXECUTIVE COMMITTEE MEETING

Please see the details below for the conference call which has been scheduled for action items that need to be approved in between the regularly scheduled meetings. All members are invited and welcome to participate and provide their input; however, only the officers may make motions and vote. The call-in information is located at the bottom of the agenda.

Thursday, December 5, 2019 at 9:00 a.m.

SEAGO Main Office
1403 W. Highway 92
Bisbee, Arizona

If you have any questions, please contact me at (520) 432-5301 x 202 or send an e-mail to rheiss@seago.org.

	AGENDA	<u>PAGE</u>
1.	Call to Order/Introductions	
2.	Call to the Public	
3.	*Discussion and possible action to adopt Resolution No. 2019-07 – Randy Heiss	1
4.	Adjournment	

Attachments: Resolution No. 2019-07; RTSC Intergovernmental Agreement – SEAGO/Douglas

Direction may be given to SEAGO staff on any item on the agenda.

Call-in information:

Dial 1-800-326-0013
Conference ID No.: 5682213

Press *6 to mute your phone line; Press *7 to un-mute your phone line



ADMINISTRATIVE- EXECUTIVE COMMITTEE PACKET

MEMO TO: ADMINISTRATIVE – EXECUTIVE COMMITTEES
FROM: RANDY HEISS, EXECUTIVE DIRECTOR
DATE: NOVEMBER 29, 2019
SUBJECT: RESOLUTION 2019-07

Attached for your consideration is Resolution No. 2019-07 authorizing the Executive Director to execute intergovernmental agreements with SEAGO member entities wishing to contract with SEAGO for services through the Regional Technical Services Center (RTSC). The Resolution would also authorize the Executive Director to execute intergovernmental agreements with public agencies for cooperative purchasing as necessary to expand the types and number of services offered through the RTSC.

Most intergovernmental agreements require the signature of the chief elected official unless the governing body has previously authorized its manager or other administrative officer to sign the agreement. As an example of this, I've attached the agreement between SEAGO and the City of Douglas. You will note that the IGA is preceded by a resolution authorizing the City Manager to enter into the agreement. The agreement itself is then executed by the City Manager. Absent a similar resolution of the SEAGO Executive Board, I would be forced to either schedule a special meeting of the Board or wait until the next regular meeting before the IGA could be signed and work began.

One of the primary purposes of the RTSC is to save time in procuring technical services. Absent a resolution giving the Executive Director blanket authority to enter into IGAs relating to the RTSC, this purpose is defeated unless timing is such that a regularly scheduled meeting is imminent

I will attempt to answer any questions you may have at the meeting.

Attachments: Resolution 2019-07; Intergovernmental Agreement – SEAGO/Douglas

Action Requested: Information Only Action Requested Below:

A motion to approve and adopt Resolution 2019-07.



SouthEastern Arizona Governments Organization

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RESOLUTION NO. 2019 - 07

A RESOLUTION OF THE SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION EXECUTIVE BOARD AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE INTERGOVERNMENTAL AGREEMENTS WITH MEMBER ENTITIES AND OTHER PUBLIC AGENCIES TO EXPEDITE AND FACILITATE SERVICES THROUGH THE SEAGO REGIONAL TECHNICAL SERVICES CENTER

WHEREAS, the Executive Board of the SouthEastern Arizona Governments Organization (SEAGO) has established a strategic plan which prioritizes the establishment of a Regional Technical Services Center (RTSC) to facilitate, expedite, and economize procurement of, contracting for, and delivery of professional and technical services for its member entities as needed; and

WHEREAS, greater efficiencies and cost savings in meeting the region's development needs are possible by establishing a RTSC and it is in the best interest of the taxpayers to establish a RTSC

WHEREAS, SEAGO is interested in providing on-call consulting services as needed to minimize costs and maximize efficiencies in procurement, contracting, and delivery of professional and technical services for development of SEAGO member entity projects; and

WHEREAS, on July 27, 2016, SEAGO legal counsel determined that SEAGO may enter into agreements with its member entities for the provision of professional and technical services pursuant to A.R.S. § 11-952; and

WHEREAS, it is necessary to authorize the SEAGO Executive Director to execute agreements with its member entities and other public agencies in order to expedite and facilitate the execution of Intergovernmental Agreements to provide services through the RTSC.

NOW, THEREFORE, BE IT RESOLVED THAT SEAGO's Executive Director is hereby authorized to sign and execute any and all Intergovernmental Agreements with SEAGO member entities and other public agencies for the purposes of expediting and facilitating services through the Regional Technical Services Center.

Passed and adopted by the SEAGO Executive Board on this 5th day of December 2019.

David Gomez, Chair
SEAGO Executive Board

Randy Heiss, Executive Director

SEAGO Member Entities

- Cochise County*
 - Benson*
 - Bisbee*
 - Douglas*
 - Huachuca City*
 - Sierra Vista*
 - Tombstone*
 - Willcox*
- Graham County*
 - Pima*
 - Safford*
 - San Carlos*
 - Apache Tribe*
 - Thatcher*
- Greenlee County*
 - Clifton*
 - Duncan*
- Santa Cruz County*
 - Nogales*
 - Patagonia*

SEAGO Main Office

*1403 W. Hwy 92
Bisbee, AZ 85603
520-432-5301
520-432-5858 Fax*

Area Agency on Aging Office

*300 Collins Road
Bisbee, AZ 85603
520-432-2528
520-432-9168 Fax*

www.seago.org

RESOLUTION NO. 19-1371

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A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO), TO PROVIDE THE CITY OF DOUGLAS WITH CIVIL ENGINEERING AND PROJECT DEVELOPMENT SERVICES THROUGH ITS REGIONAL TECHNICAL SERVICES CENTER.

WHEREAS, the SEAGO Executive Board has established a strategic plan which prioritizes the establishment of a Regional Technical Services Center to facilitate, expedite, and economize procurement of, contracting for, and delivery of professional and technical services for its member entities as needed; and

WHEREAS, the Southeastern Arizona Governments Organization (SEAGO) and the City of Douglas seek to enter into an Intergovernmental Agreement to provide civil engineering and project development services to the City of Douglas public works department through its Regional Technical Services Center; and

WHEREAS, related documentation providing the terms and conditions of the noted Intergovernmental Agreement entered into by the parties is attached in Exhibit "A", and incorporated herein by reference; and

WHEREAS, the best interests of the City of Douglas and the public works department will be served by entering into this agreement providing needed civil engineering and project development services to the City of Douglas and the community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Douglas, Arizona, as follows:


Section 1 The terms of said Intergovernmental Agreement with the Southeastern Arizona Governments Organization (SEAGO) are in the best interest of the City of Douglas.

Section 2. The City Manager and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement with the Southeastern Arizona Governments Organization (SEAGO) and any related documents necessary to consummate the transaction contemplated by the agreement for and on behalf of the City of Douglas.

Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of the IGA.

PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 9th day of October, 2019.

Attest:


Brenda Aguilar, City Clerk


Robert Uribe, Mayor

Approved as to Form:


Juan Pablo Flores, City Attorney

INTERGOVERNMENTAL AGREEMENT
between
THE CITY OF DOUGLAS
and
SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
for
CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between the City of DOUGLAS, a municipal corporation, hereinafter referred to as the "CITY" and the SouthEastern Arizona Governments Organization, the regional Council of Governments for Cochise, Graham, Greenlee and Santa Cruz Counties, hereinafter referred to as "SEAGO".

SECTION 1: RECITALS

WHEREAS, the CITY public works department is currently understaffed and lacks licensed professional civil engineers on staff to provide engineering, design, and project development services for the CITY's capital improvement projects and infrastructure development needs; and

WHEREAS, the SEAGO Executive Board has established a strategic plan which prioritizes the establishment of a Regional Technical Services Center to facilitate, expedite, and economize procurement of, contracting for, and delivery of professional and technical services for its member entities as needed; and

WHEREAS, SEAGO is interested in offering civil engineering and project development services to member entities through its Regional Technical Services Center; and

WHEREAS, on October 2, 2019, legal counsel for the CITY and SEAGO concurred that SEAGO may enter into agreements with the CITY for the provision of professional and technical services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts and agreements between public agencies or public procurement units for cooperative actions, and in consideration of the mutual promises contained in this AGREEMENT, and of the mutual benefits to result therefrom, the parties agree as follows:

SECTION 2: TERM

The term of this AGREEMENT shall be from October 9, 2019 to October 8, 2020. This AGREEMENT shall automatically renew for additional one-year periods until terminated in accordance with the termination clause of this Agreement.

SECTION 3: PURPOSE

The purpose of this AGREEMENT is to receive civil engineering and project development services from SEAGO's Regional Technical Services Center.

SECTION 4: FINANCING

CITY shall compensate SEAGO for civil engineering and project development services provided under this AGREEMENT. Cost will vary depending on the scope of work being requested,

SECTION 5: TERMINATION

Either party may terminate this AGREEMENT without cause upon providing thirty (30) days' written notice to the other party. In the event either party is in breach of this AGREEMENT, this AGREEMENT may be terminated after providing written notice with twenty (20) days to correct or remedy the breach. If said breach is not remedied, this AGREEMENT shall terminate at the expiration of the twenty (20) day period. The SEAGO will not be responsible to provide services after the date of termination. CITY will not be responsible for any payments after the date of termination unless attributable to services provided prior to the date of termination. This AGREEMENT may also be cancelled pursuant to the provisions of A.R.S. § 38-511.

SECTION 6: RESPONSIBILITY

Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this AGREEMENT. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise.

SECTION 7: 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.

SECTION 8: DISPUTE RESOLUTION

Any disputes arising under this AGREEMENT shall be referred to the City Public Works Director and SEAGO Executive Director for joint resolution. Disputes that cannot be resolved at this level shall result in written notice of termination pursuant to SECTION 5 of this AGREEMENT.

SECTION 11: 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 of DOUGLAS
425 10TH STREET
DOUGLAS, AZ 85607
ATTN: Jerene Watson

SouthEastern Arizona Governments Organization
1403 West Highway 92
Bisbee, AZ 85603
Executive Director

SECTION 12: 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.

SECTION 13: APPROVAL BY PARTIES

Before this AGREEMENT shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this AGREEMENT, it shall be null and void with no effect whatsoever.

SECTION 14: REVISIONS

Procedural and administrative changes to this AGREEMENT may be made upon mutual written agreement of the City Public Works Director and SEAGO Executive Director.

SECTION 15: CONDUCT OF OPERATIONS and WORKER'S COMPENSATION

The CITY and SEAGO agree to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this AGREEMENT, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits. In addition, both parties agree to maintain adequate professional and general liability insurance coverage at all times while this AGREEMENT is in effect.

For purposes of workers' compensation, an employee of a Party to this IGA, 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.

SECTION 16: INDEMNIFICATION

To the fullest extent permitted by law, each party to this AGREEMENT agrees (as indemnitor) 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 attorneys' fees) 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 or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

SECTION 17: 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.

SECTION 18: MANDATORY PROVISIONS

All provisions required by law to be incorporated into this AGREEMENT shall be a part of this AGREEMENT as if fully written out herein.

SECTION 19: 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.

SECTION 20: 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 AGREEMENT, which may remain in effect without the invalid provision, or application.

SECTION 21: GOVERNING LAW

This AGREEMENT shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and

regulations referenced in this AGREEMENT are incorporated herein as if fully stated in their entirety in the AGREEMENT. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this AGREEMENT.

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 the SouthEastem Arizona Governments Organization Executive Board at its meeting on the _____ day of _____ 2019.

JOHN DOYLE
Chair, Executive Board

Date

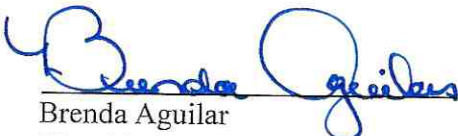
Approved by the City of DOUGLAS City Council at its meeting on the 9th day of October, 2019.



JERENE WATSON
City Manager

10/16/19
Date

ATTEST:

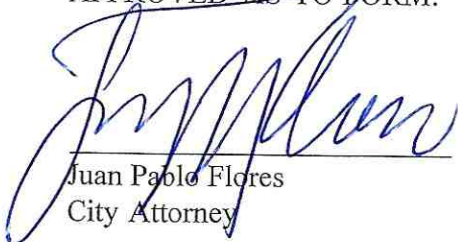


Brenda Aguilar
City Clerk

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:

APPROVED AS TO FORM:



Juan Pablo Flores
City Attorney

ANNE CARL
Legal Counsel for SEAGO

LAW OFFICE OF ANNE CARL PLC

**P.O.Box 561
BISBEE, AZ 85603**