

CITY OF WILLCOX

**MAYOR AND CITY COUNCIL MEETING
SPECIAL MEETING
AGENDA**

NOTE DATE: Monday, September 27, 2010

NOTE TIME: 6:00 p.m.

**City Council Chambers
300 W. Rex Allen Drive
Willcox, AZ**

(Mayor or Designee will read only **BOLD** print of each agenda item, except for Public Hearings, Petitions and Communications.)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **DECLARATION ON CONFLICT OF INTEREST**
The Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff may have a conflict of interest.
5. **ADOPTION OF THE AGENDA**
The Council will at this time either adopt the agenda as presented by the City Clerk or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.
6. **DISCUSSION/DECISION/DECISION AND/OR DIRECTION REGARDING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH NCCH SENIOR CENTER AND/OR APPOINT SUB COMMITTEE TO COUNCIL**
Consideration, discussion, decision and/or direction regarding the MOU with NCCH Senior Center and/or appoint sub committee to Council.
7. **DISCUSSION/DECISION REGARDING RESOLUTION NO. 2010-99 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COUNTY COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.**
Consideration, discussion and/or decision regarding Resolution No. 2010-99, as stated relating to MOU between the City and NCCH.
8. **ADJOURN**

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 101 S. Railroad Avenue, Suite B, Willcox, AZ or the Elsie S. Hogan Community Library during regular business hours Monday-Saturday and beginning July 2010 on the City's website www.cityofwillcox.org .

NOTE: People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271 during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.



NOTICE OF MEETING

CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section §38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **SPECIAL MEETING** on **MONDAY** the **27th** day of **SEPTEMBER** 2010, at **6:00 P.M.**, at the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Item for consideration, discussion/decision/direction relating to:

- **MEMORANDUM OF UNDERSTANDING (MOU) WITH NCCH SENIOR CENTER And/or APPOINT SUB COMMITTEE TO COUNCIL RESOLUTION NO. 2010-99 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.**

All members of the public are invited to attend such meeting.

DATED AND POSTED this 23RD day of SEPTEMBER 2010, at 4:30 P.M.

CITY OF WILLCOX, ARIZONA

Cristina G. Whelan, CMC

/s/CRISTINA G. WHELAN, CMC
City Clerk Cristina G. Whelan, CMC

Agenda\2010\spmtgnotice092710

"Mine, Yours, Ours"

**CITY OF WILLCOX
REQUEST FOR COUNCIL ACTION**

Agenda Item: _____
Tab Number: _____
Date: 09-27-2010

Date Submitted:
9-23-10
Date Requested:
9-27-10

Action:
 Resolution
 Ordinance
 Formal
 Other

**Subject: Agreement
between City and
Hospital on Senior
services**

TO: MAYOR AND COUNCIL
FROM: City Manager

DISCUSSION: In September 2009 the City Council chose Northern Cochise County Community Hospital (NCCH) as the entity to partner with to build a service program for Senior Citizens in this area.

Since that time NCCH has actively pursued the development of a program for services to Seniors. This includes a meals program, hiring of staff to administer the program, expansion of the transportation program to accommodate the senior needs. The City has been pursuing the acquisition of a grant to construct a building and has provided (prior to the elimination of State funding) monies for the transportation program, waived fees for utility hookups and building permits, and agreed to chip seal the parking lot around the senior building (which has been delivered).

There has been extensive discussion of the need to formalize the relationship between the City and NCCH.

Attached is a draft of a proposed Memorandum of Understanding (MOU) between the City and NCCH (parties). The MOU has a basic agreement and then provides for an "addendum" for each joint service (projects) that the parties may agree to provide. Please be aware this MOU would only deal with "Projects": each entity can provide resources to the senior program individually or the seniors could operate programs that do not involve the parties without using this agreement.

There are currently two (2) proposed addendums; one for the building (SCF) and the second for transportation services. There has been initial discussion of a third addendum for pursuing additional Grant funds for transportation services

RECOMMENDATION: Review the agreement. If necessary amend, appoint a subcommittee of the Council to continue discussions with NCCH, other action as necessary, or approval.

FISCAL IMPACT: Depends on the adoption of Addendums.

Prepared by: Pat McCourt

Approved by:


Pat McCourt, City Manager

ADDENDUM 2
To the MOU between the City and NCCH

Transportation Services Project

NCCH operates a transportation program within and without the City of Willcox for individuals who need transportation to secure basic human services. The City of Willcox has provided assistance to NCCH in the past in securing funding for the operation of the Transportation Program. The majority of the individuals transported are senior citizens. Therefore in order to cooperate in providing this transportation service in the area the parties agree as follows.

DUTIES OF THE PARTIES

1. NCCH currently provides limited transportation services to the senior and disabled population in Northern Cochise County, including residents within the corporate limits of the City. NCCH has four (4) vehicles (Vehicles) they use for this purpose (see attached list).
2. The City maintains a vehicle maintenance operation for City owned vehicles.
3. City agrees to provide normal preventive maintenance and repairs on the Vehicles used for this Project. The City will provide at no cost to NCCH; labor, tools and housing.
4. NCCH will reimburse the City for any supplies, parts, and other “out of pocket” costs incurred by the City in performing preventive maintenance and repairs on the Vehicles.
5. City will use the City’s scheduling for performance of work; for example City emergency Vehicles always have a first preference.
6. City will secure permission from NCCH before performing any repairs or maintenance that the cost of materials is estimated to exceed three hundred dollars (\$300), or if it is necessary to secure outside assistance/work (transmission, turning rotors etc).
7. The Parties agree that the Vehicles may change over time and if the City does not have the knowledge or equipment to perform the necessary maintenance or repairs the City will notify NCCH and is not obligated to perform the maintenance or repairs.
8. This Addendum may be terminated by either Party with thirty (30) days notice to the other Party.

ADDENDUM 1
To the MOU between the City and NCCH

Facility Project

The City has applied for and received a grant (Grant) from the United States Department of Urban Development (HUD), for the construction and furnishing of a Senior Center Facility for use by seniors and disabled individuals over the age of 60. The Grant is for the sum of \$95,000 and requires a match of \$23,760 (cash or in-kind).

DUTIES OF THE PARTIES

1. NCCH has available land for placement of the Senior Center Facility ("SCF"). NCCH has additional uses for a similar sized facility which will not conflict with the uses to serve the senior population.
2. NCCH and the City agree to comply with the requirements of the HUD grant.
3. NCCH will acquire a suitable SCF and have it placed upon NCCH land, arrange the necessary hookups to utilities, obtain the necessary permits for occupancy, and furnish the SCF.
4. The City shall provide the necessary equipment, supplies, material and manpower to connect the water, sewer, and gas to the SCF at no charge to the NCCH.
5. The City will provide the permits within its jurisdiction (building etc) for the SCF at no charge to NCCH.
6. After proper placement of the SCF, the City will provide a "chip seal" parking lot surrounding the **SCF** at no cost to NCCH.
7. The City will reimburse NCCH from the Grant, all documentable and allowable **costs**, under the Grant, up to the **amount** of \$118,750 **less any out of pocket costs paid by the City** related to the SCF. If NCCH does not have sufficient allowable costs under the Grant; the City may recapture allowable costs of services, (hookups, chip seal, etc) made for the SCF, from the Grant.
8. NCCH will agree to permit the SCF (or similar facility on NCCH property) to be used for activities for senior and disabled individuals 60 years and older for a period not less than twenty (20) years.
9. NCCH may make multiple use of the SCF. The primary focus will be on serving the target population. Senior use will be **a priority** of the SCF for not less than **sixty (60)** hours per week.
10. NCCH agrees to pay for all costs of **operation of** the SCF during the term of this Addendum.
11. NCCH agrees to provide staffing for the operation of the senior and disabled activities at the SCF for the identified service population.

Memorandum of Understanding between the City of Willcox and the Northern Cochise Community Hospital on the provision of Services for Senior Residents

The City of Willcox, Arizona (CITY) and Northern Cochise Community Hospital INC. (NCCH), (Parties) are entering this Memorandum of Understanding (MOU) to help facilitate the development of services for senior residents of the area.

RECITALS

The CITY seeks to increase the liveability of the city by promoting the socialization, health and well being of senior residents of the city. To this end the CITY sought and received a federal grant in 2008 to construct a Senior Center (SC) for senior citizens over the age of 60 including those who may be disabled and over the age of 60.

NCCH, a not-for-profit Arizona Corporation, recognized the lack of services for senior citizens as having a negative impact on the health of area older and disabled senior citizens. NCCH determined that to further their mission "To provide for the healthcare needs of the greater Willcox community and Southeast Arizona", NCCH would seek to expand services for senior residents of the area.

The CITY and NCCH have agreed to work together in constructing and establishing the SC, to provide meals, classes, social opportunities, meaningful volunteer programming for the senior citizen population over the age of 60, and other projects as may be agreed to at future times.

It is agreed as follows:

1. **Purpose:** The Parties, while recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving their visions of:
 - 1) increased liveability and services for senior citizens first and foremost in the identified service area for those who reside within twenty-five (25) miles of Interstate 10 and Rex Allen Drive;
 - 2) comprehensive healthcare and health promotion opportunities for senior citizens; and
 - 3) Such other services as are mutually agreed upon (Projects).
2. **Partnership Values**

The Parties agree to:

 - Work together to further their mutual goals.
 - Support each other in finding the most efficient ways to serve the needs of area older adults.
3. **Hosting:** NCCH agrees to be the lead agency for implementation of the Projects as agreed upon by the Parties herein or by the Addendums to this MOU.
4. **Projects:** For the purpose of this MOU; a Project is defined as any agreement by both parties to commit resources to accomplish some common purpose. The Parties agree that each Project will be agreed to and added as an **addendum** to this MOU. The respective governing Bodies of each Party shall approve each Project.
5. **Funding:** The CITY and NCCH will work together to identify additional funding opportunities for Projects programming and other needs.

6. Community Input Advisory Committee: The Community Input Advisory Committee's purpose is to provide input to the Parties concerning services, programs, or projects that the Committee may feel will be of benefit to the senior citizen population. The CITY and NCCH will recruit and develop a Community Advisory Committee (Committee) that will meet at least quarterly. The purpose of the Committee is to provide for effective community input to the Projects. The Committee will be made up of five (5) At-Large senior citizens (over 60), two (2) City appointed representatives and two (2) NCCH appointed representatives. Once the Parties make their respective appointments, those representatives will select the five At-Large committee members from a fishbowl; for the initial terms of office, the first three (3) names drawn shall be for four (4) years, the last two (2) names drawn shall be for two (2) years. Subsequent terms shall be for four (4) years.

7. Committee Terms & Requirements:

Appointments shall be for a four (4) year term. Appointees At-Large shall be individuals over the age of sixty (60) who reside within twenty-five (25) miles of the intersection of Interstate 10 and Rex Allen Drive. Subsequent appointments will be for four (4) years. Individuals interested in serving on the Committee shall submit their names, residence location and contact information to the Parties.

Vacancies shall be filled for the length of the unexpired term. Positions are declared to be vacant if the appointed committee member misses three (3) consecutive scheduled meetings without an excuse approved by the Committee, death, resignation, or expiration of the term.

NCCH appointed representatives shall be selected by the methods chosen by NCCH and serve until replaced.

CITY appointed representatives shall be appointed by the methods chosen by the CITY and serve until replaced.

NCCH shall provide staff for the Committee and maintain the records of the Committee.

The Committee shall meet as necessary, but not less than quarterly during a twelve (12) month period.

The Committee shall select from the membership: a chairperson to preside at the meetings; a vice-chairperson to preside in the absence of the chairperson.

The Committee shall consider and decide on a name for the Senior Center and shall submit their recommendation to the Parties for their approval.

The Committee may assist in fund raising for the Projects.

- 8. Review:** The Parties will meet to review and update this MOU as needed. A review may be requested by either Party at any time by notification of the other party in writing. The contact person in each Party shall be the City Manager and Chief Executive Officer or their designees.
- 9. Term:** This MOU commences on the date signed by both Parties and will continue for minimum of twenty (20) years but not less than the termination date of any Project. The Parties will seek ways to maintain the projects for the community after the termination of this MOU.
- 10. Amendment:** This MOU may be amended at any time by agreement in writing between the Parties.

11. Indemnification:

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this MOU.

The NCCH agrees, to the extent allowed by law, to hold harmless the City, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, costs and expenses arising from the its performance pursuant to this MOU.

The CITY agrees, to the extent allowed by law, to hold harmless NCCH, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, costs and expense arising from the CITY's performance pursuant to this MOU.

11. Cancellation for Conflict of interest:

This MOU may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

12. Sudan and Iran Provision:

Pursuant to ARS § 35-391(15) and ARS § 35-393(12), each of the Parties asserts that it has not had any scrutinized business relationship with either Iran or the Sudan, and each further asserts that it will not utilize the services of any contractor or sub-contractor with any such relationships during the term of the Agreement.

13. Compliance with Non-Discrimination Laws:

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 No. 75-5 which mandated that 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 Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

14. Nonassignability:

Neither Party may assign a duty or responsibility under this MOU without the prior written consent of the other party.

15. Rights/Obligations of Parties Only:

The terms of this MOU 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.

16. Entire Agreement:

This MOU together with addendums approved by the Parties contains the entire understanding of the Parties hereto. There are no representations or other provisions

other than those contained herein, and any amendment or modification of this MOU shall be made in writing and signed by the Parties to this MOU.

17. Invalidity of Part of the MOU:

The Parties agree that should any part of this MOU be held to be invalid or void, the remainder of the MOU shall remain in full force and effect with those offending portions omitted.

18. Governing Law:

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

19. Notice:

All notices, requests for payment, or other correspondence between the parties regarding this MOU shall be mailed or delivered personally to the respective parties to the following addresses:

If to the CITY:
City Manager, City of Willcox
C/O Pat McCourt
101 S. Railroad Avenue, Suite B
Willcox, AZ 85643
pmccourt@willcoxcity.org
(520) 384-4271 x 4201

If to the NCCH:
Chief Operating Officer
C/O Harley Smith
901 W. Rex Allen Drive
Willcox AZ 85643
hsmith@ncch.com
(520) 384-3541 x 293

20. Review by Legal Counsel:

Legal counsel for the respective Parties shall review and approve this MOU as to form as required pursuant to A.R.S. § 11-952(D).

Executed as a Memorandum of Understanding.

Signed on behalf of The City of Willcox
By: Pat McCourt, City Manager

Signed on behalf of NCCH
By: Harley Smith, CEO

Signature: _____

Signature: _____

Witnessed by:

Witnessed by:

Reviewed and Approved as to Form

Reviewed and Approved as to Form

CITY Attorney

NCCH Attorney

RESOLUTION NO: 2010-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA ("CITY"), APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NORTHERN COCHISE COMMUNITY HOSPITAL, A HOSPITAL DISTRICT, FOR THE PROVISION OF SERVICES FOR SENIOR CITIZENS AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the CITY is empowered pursuant to A.R.S. § 9-240 (A) and (B) to control the finances and property of the corporation; and

WHEREAS, the CITY is vested with all powers of incorporated towns as set forth in Title 9; and

WHEREAS, the CITY is empowered pursuant to A.R.S. §§ 9-240, 11-591 and 11-952 *et seq.*, to apply for grant funding and to enter into Agreements with other governmental units and agencies; and

WHEREAS, the NCCH Hospital District is empowered pursuant to A.R.S. § 48-1907 to use and enjoy property of every kind and description within the limits of the district, and to control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the district; and

WHEREAS, the Office of Congresswoman Gabrielle Giffords requested FY 2009-2010 federal appropriations funding and a Grant to be used for a Senior Center was approved as requested by the City of Willcox; and

WHEREAS, the CITY and the NCCH have agreed to terms and conditions in a Memorandum of Understanding (MOU) for the delivery of specific services for Senior Citizens within twenty-five miles (25) of Interstate 10 and Rex Allen Drive; and

WHEREAS, the Mayor and Council of the City of Willcox have determined that it is in the best interest of the City and its senior citizens to approve and adopt the MOU as presented; and

WHEREAS, the CITY and the NCCH desire to have this item presented at a Special Meeting of the City Council on September 27, 2010; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely approval, adoption of the MOU, and that this Resolution be effective immediately upon its passage and adoption.

BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, that the City hereby formally approves and adopts the MOU between the CITY and the NCCH as presented; and

BE IT FURTHER RESOLVED by the Mayor and Council 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 Willcox, Cochise County, 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 Willcox, Cochise County, Arizona this _____ day of September 2010.

APPROVED/EXECUTED:

MAYOR, GERALD W. LINDSEY

ATTEST:

APPROVED AS TO FORM:

City Clerk, Cristina G. Whelan, CMC

City Attorney, Hector M. Figueroa

RESOLUTION NO: 2010-99