

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COCHISE COUNTY AND  
SIERRA VISTA SCHOOL DISTRICT NO. 68**

This Memorandum of Understanding (MOU) is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and the Sierra Vista Unified School District No.68, a school district located in Cochise County, Arizona, hereinafter referred to as "District".

**WHEREAS**, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services; and

**WHEREAS**, The County, as part of its response to a mass emergency, may undertake mass emergency services to include administering vaccines or drugs and pharmaceuticals through 'Points of Dispensing' sites, or to provide mass emergency services through 'Mass Care and Sheltering' sites by using facilities that are environmentally controlled and have utilities and communications capabilities; and

**WHEREAS**, for the purpose of this memo of understanding, the County desires to provide mass emergency services, including but not limited to using District facilities located within municipalities and jurisdictions that contain a portion of the County's population and typically have adequate traffic handling capacity, County approved sanitation features and permits and adequate floor plans and floor space to facilitate the conduct of mass emergency services.

**NOW, THEREFORE**, the parties agree as follows:

**A. The County Shall:**

1. Designate the principal contact person for this MOU as:

Title: Local Health Officer or Bioterrorism Preparedness Program Mngr.  
Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603  
Phone numbers: 520-432-9430 or 520-432-9437 or 1-800-423-7271

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the District, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Designate an Emergency Services Site Manager and provide the name and contact data to the District.
4. Clearly identify all County equipment and supplies and maintain an inventory of said equipment and supplies brought to the District facility to support its mission. A copy of the inventory shall be available to the District during the activation of the emergency services site.

5. Document the condition of District facility via photographs or video before and after the use period so that both parties may agree on the facilities' condition and any damage caused by the County's use.
6. Provide barriers to those parts of said facility that will be off limits or reserved from the emergency services site activity, as directed by District.
7. Utilize District resources for Mass Care and Sheltering purposes and reimburse the District's documented costs for:
  - a. Assets within the facility, i.e. folding tables, chairs, equipment, etc that are damaged or consumed.
  - b. Usage rates for telecommunication resources, i.e. telephone lines, receptacles, cable TV & jacks, fax lines etc.
  - c. Utilities used within the facility, including electricity, natural gas, water and sewer services.
8. Segregate biohazard waste and arrange for the pickup and disposal of such waste according to federal and state laws and/or regulations and shall be responsible for the cost of waste disposal associated with the Mass Care and Sheltering emergency services site.
9. Provide security staffing during operation of the emergency services site to be used for traffic control and security within and around the facility.
10. Receive documented billing from the Superintendent or District Principals and process such billing within two weeks of receipt. County will ensure that approved invoices will be paid within 60 days of receipt of said invoices.

**B. The District shall:**

1. Designate the principal contact person for this MOU as:

Name/Title: **Kriss Hagerl/Superintendent**

Phone numbers: **(520) 515-2701** E-Mail: **kriss.hagerl.k12.az.us**

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide use of the District facilities as a Mass Care and Sheltering and/or emergency services site, when availability is determined by the District Superintendent (or designee); said usage shall not be unreasonably denied.

3. Designate in writing those parts of said facility that will be off limits or reserved from the emergency services site activity.
4. Identify all District equipment and maintain an inventory of said equipment, so as to prevent a loss of assets on the shut down of the emergency services site. A copy of the inventory shall be available to the County during the activation of the emergency services site.
5. After being reimbursed by Cochise County, District shall provide a "Letter of Release" at the termination of the use period (post cleanup) stating that the County released the facility to the District in a mutually acceptable condition.
6. Make available to the on-site County staff, facility assets, telecommunication resources and utilities including, but not limited to, potable water, sanitary facilities, electricity, heating/cooling, and access to phone line and cable.
7. Submit all documented billing resulting from the use of said facility by County within 30 days of closure of the emergency services site.

**C. Term**

The initial term of this memorandum of understanding shall be for five years, and the agreement shall be automatically renewed for additional five year periods at the end of each one year term, unless otherwise terminated pursuant to paragraph E.

**D. Agreement Amendment**

The parties to this memorandum of understanding may amend, modify, or supplement this Agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this Agreement shall remain in effect.

**E. Termination**

Either party may terminate this memorandum of understanding at any time, with 30 days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

**F. Insurance**

The County agrees to provide the District with documentation of liability insurance coverage, and to inform the District immediately of a cancellation or decrease in coverage. District agrees that it will maintain all existing liability insurance coverage for its personnel, land, buildings, equipment and physical assets while its facilities are used for Mass Care and Sheltering purposes.

**G. Indemnity**

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 attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this memorandum of understanding.

**H. Licensure**

The District agrees to maintain all current licenses and permits to operate its facilities during the use period. If required, County shall obtain any and all emergency licenses or permits required for its operations of the Mass Care and Sheltering site.

**I. Miscellaneous Provisions**

1. **Assignment.** This memorandum of understanding is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this Agreement on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or District and that he/she has complied with all requirements for notice and approval under the Arizona open meeting law.
3. **Cancellation.** This memorandum of understanding is subject to cancellation for conflict of interest without penalty or further obligation as provided by ARS 38-511.
4. **Entire Agreement.** This memorandum of understanding and any attachments represent the entire agreement between District and County and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.
5. **Governing Law and Venue.** The terms and conditions of this memorandum of understanding shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation

and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

6. **Incorporation of Documents.** All documents referred to in this memorandum of understanding are hereby incorporated by reference into the Agreement.
7. **Integration.** This memorandum of understanding contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written Agreement and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this memorandum of understanding. The parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.
9. **Notices.** Any notice or demand under this memorandum of understanding from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

**County**

**District**

**Cochise County Health Department**  
**1415 Melody Lane**  
**Bisbee, AZ 85603**  
**(520) 432-9437**

**Sierra Vista Unified School District #68**  
**3555 East Fry Boulevard**  
**Sierra Vista, AZ 85635**  
**(520) 515-2701**

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.
11. **Severability.** The provisions of this memorandum of understanding shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this memorandum of understanding or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

13. **Nondiscrimination.** The parties agree that neither party shall discriminate against any employee or applicant for employment, student, or community member seeking emergency relief based upon that person's race, color, national origin, age, religion, sex (including sexual identity/preference), disability (including genetic code), political affiliation or veteran's status.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the date and year specified below.

**SCHOOL DISTRICT:**

*Kris A. Hagen*  
Signature

*Superintendent*  
Title

*11/24/14*  
Date

**COCHISE COUNTY:**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk of the Board