

**AGREEMENT  
BETWEEN COCHISE COUNTY COCHISE COUNTY COMMUNITY COLLEGE DISTRICT  
FOR USE OF DORMITORIES DURING COVID-19 PANDEMIC**

Cochise County (“County”) and Cochise County Community College District (the “College”), wishing to improve delivery and coordination of emergency services during the current Covid-19 pandemic, pursuant to A.R.S. § 11-952, do mutually agree as follows.

Recitals

- A. Due to the Covid-19 pandemic, the County, planning in advance, is seeking a facility to house medical providers and emergency responders who believe they need isolation from family members because they have or might have been exposed to Covid-19 and do not wish to return to their homes.
- B. The College has a facility that is available for such housing purposes since classes are now closed or conducted online: the dormitories at the Douglas campus (“Dormitories”) could house medical providers, law enforcement, and emergency responders.
- C. The College is willing to make the Dormitories available on the terms and conditions set forth herein.

1. Scope of the Agreement

If the County deems it necessary in order to better handle the pandemic in Cochise County, the College is willing to make the Dormitories available for local Cochise County medical providers, law enforcement officers, and emergency response personnel. These may include persons who have been exposed or show symptoms but not yet tested to confirm whether they are ill with Covid-19. The cost will be either \$100/week/person or \$300/month/person, to be decided on a case by case basis depending on need and circumstances. Depending on circumstances, including the number of people staying in the Dormitories, the College may provide meals, which will be charged for separately, And billed by the College at its direct cost. Local agencies whose personnel are placed in the Dormitories will be responsible for payments and requesting rooms as required, and must sign a Responsibility Agreement (or similar form) before checking in; provided, however, that the County will assist the College in screening requests and providing guidance as to appropriate placements in the Dormitories. The College will provide basic security and

janitorial services. The parties will attempt to agree on possible placement of other at risk persons in the Dormitories by separate agreement.

## 2. Duration and Voluntary Termination

- a. This Agreement will become effective when signed by both parties and shall remain in effect so long as a State of Emergency exists in Arizona, or until students return to the Dormitories. Notwithstanding the foregoing, either party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to the other party. Said written notice may be by email. If to the County, the email shall be sent to County Administrator Edward Gilligan at [egilligan@cochise.az.gov](mailto:egilligan@cochise.az.gov) with a copy to County Director of Emergency Management Gabe Lavine at [glavine@cochise.az.gov](mailto:glavine@cochise.az.gov). If to the College, the email shall be sent to President J.D. Rottweiler at [JDR@cochise.edu](mailto:JDR@cochise.edu) with a copy to Vice-President Wendy Davis at [Davisw@cochise.edu](mailto:Davisw@cochise.edu).

## 3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, either party may, within three years after its execution, cancel this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on its behalf is, at any time, while the contract of any extensions of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation.

## 4. 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 court-awarded 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.

## 5. Severability

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

## 6. Modification

This written Agreement may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties.

## 7. ADA and Non-Discrimination

The parties shall comply with all anti-discrimination laws, both state and federal, including 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. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

8. This Agreement incorporates by reference all applicable terms required by 2 CFR 200.326 and Appendix 2.

9. This Agreement may be signed electronically, with the same force and effect as if signed in pen and ink.

10. The parties acknowledge that the County Attorney represents both parties to this Agreement and expressly waive any conflict of interest.

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