

RESOLUTION NO. 2021-1196

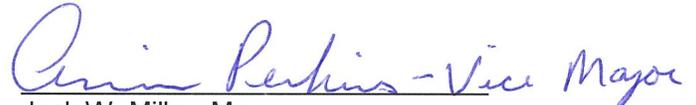
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PRESCOTT REGARDING EQUIPMENT AND ASSET SHARING FOR PUBLIC INFRASTRUCTURE MAINTENANCE AND OPERATION.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The Intergovernmental Agreement regarding equipment and asset sharing for public infrastructure maintenance and operation (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of December, 2021.


Jack W. Miller, Mayor

ATTEST:


Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:


Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1196 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 14, 2021, and that quorum was present thereat and that the vote thereon was 6 ayes and 0 nays and 0 abstentions. 1 Council members were absent or excused.

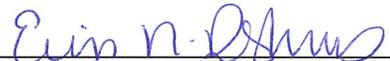

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2021-1196

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
TOWN OF CHINO VALLEY
AND
CITY OF PRESCOTT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into as of the date of final signature, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona (hereinafter the "City"), and the TOWN OF CHINO VALLEY, a municipal corporation of Arizona (hereinafter the "Town").

WHEREAS, the City operates a water distribution system, wastewater collection and treatment system, and other public infrastructure; and

WHEREAS, the Town operates a separate water distribution system, wastewater collection and treatment system, and other public infrastructure; and

WHEREAS, the Town and City own different pieces of equipment, the use of which may be to the benefit of the other; and

WHEREAS, the City has infrastructure within the Town's corporate limits that may be more readily accessible by Town employees than City employees; and

WHEREAS, the City and Town desire to enter into an agreement to allow for the sharing and use of one another's equipment and employees in maintaining public infrastructure in times of emergency; and

WHEREAS, the City and the Town are each authorized to provide water pursuant to A.R.S. §9-240(B)(6), and wastewater service pursuant to A.R.S. § 9-240(B)(5); and

WHEREAS, A.R.S. §11-952 authorizes two or more public agencies (including the City and the Town) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in A.R.S. §11- 952.

NOW, THEREFORE, for and in consideration of foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **TERM.** The term of this Agreement shall be from February 1, 2021, through December 31, 2046, unless sooner terminated as set forth in Section 7 herein.

Section 2. **PURPOSE.** The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the use of the Parties' equipment and employees to ensure the Parties' public infrastructure is maintained and operated as efficiently as possible.

Section 3. PERFORMANCE. The Parties agree to provide assistance to one another in the maintenance and operation of their public infrastructure in an emergency. In order to receive assistance, the requesting party shall submit a request to the other's public works director or designee. The assisting party shall dispatch personnel, equipment or both immediately in the case of emergencies, if available. Neither the City nor the Town will be required to jeopardize their own operations in order to assist the other. A schedule of equipment available from each party to assist the other is attached as Exhibit A. Costs for equipment provided by the assisting party are as listed in the Federal Emergency Management Agency's most current Schedule of Equipment Rates. The City's and Town's water and wastewater employees are available for assistance pursuant to this Agreement. Costs for personnel provided by the assisting party will equal the employee's salary and benefits costs for the time spent assisting. Costs incurred for assistance shall be billed by the assisting party to the assisted party in within 30 days after the assistance is provided. Payment for the assistance shall be made within 30 days of billing.

Section 3.1. WATER RESOURCES MANAGEMENT MODEL (WRMM). The WRMM is the City's tool for tracking actual, estimated, and projected water demands and supplies. The City and Town recognize the mutual benefits of understanding water usage and availability within the respective service areas of the City and Town. Both the City and Town are located within the Prescott Active Management Area and regional cooperation is important to help prudently manage water resources. The City and Town agree to create a scenario within the WRMM focusing on the Town's actual, estimated, and projected water demands and supplies. The Town agrees to submit actual water usage data from its utility billing system, along with other data necessary to create the Town's scenario in the WRMM. The City will bill the Town for employee and consultant staff time spent on creating and updating the Town's WRMM scenario. Billing and payment will be as provided in Section 3.

Section 4. BUDGETING AND FINANCING. The costs to the party requesting help are limited to those described in Section 3. Maintenance of equipment, normal employee salaries, and other routine costs shall continue to be the responsibility of the party employing or owning the employee or equipment. Each party shall be responsible for insurance covering its own employees and property.

Section 7. TERMINATION. This Agreement may be terminated by either party for any reason whatsoever, effective 60 days after receipt of written notice by the other party. In the event of termination, any costs for assistance provided prior to termination shall be due at the end of the 60 day notice period.

Section 8. INDEMNIFICATION. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") for, 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 are caused by the negligent act, omission, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Section 9. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to

create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the City and the Town.

Section 10. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

Town:	Town Manager Town of Chino Valley 202 N. State Route 89 Chino Valley, AZ 86323
City:	Public Works Department City of Prescott 433 N. Virginia St Prescott, AZ 86301

Section 11. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 12. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 13. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to A.R.S. §38-511 in the event of a conflict of interest as described therein.

Section 14. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 15. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 16. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF PRESCOTT, a municipal
corporation of Arizona, (City)

Philip R. Goode, Mayor

ATTEST:

Sarah Siep, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to A.R.S §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Matthew Podracky, Interim City Attorney

TOWN OF CHINO VALLEY, a
municipal corporation of Arizona, (Town)

Jack W. Miller, Mayor

ATTEST:

Erin Deskins, Town Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Town of Chino Valley for review prior to its execution, pursuant to A.R.S. §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of the State of Arizona.

Andrew J. McGuire, Town Attorney

EXHIBIT A

COP UTILITY ASSET LIST

<u>Fleet ID</u>	<u>Fleet ID Text</u>	<u>Class Text</u>	<u>Year</u>
727	Trailer Wacker6" Centrifugal, Trailer Mounted	Vacuum Unit	
752	Pump Portable Water 2000	Pump	
798	Dump Truck Freightliner FL70 6-Wheel	Dump Truck	1995
815	Trailer Concrete Transport	Trailer	1996
886	Air Compressor Ingersal RandAir Compressor P-185	Compressor	
894	Trailer Water Tanker	Trailer	1997
913	Trailer Interstate 20 DTA Flatbed	Trailer	1999
921	Trailer Boss 6x10 Trail Boss CSU	Trailer	1999
932	Dodge 1500	Truck	
935	Backhoe John Deere 410E	Backhoe	1999
940	Ford F450	Service Truck	2000
962	Dump Truck Freightliner FL70	Dump Truck	2001
977	Dodge 1500	Truck	2001
1000	Trailer Interstate 20 DTA Flatbed	Trailer	2001
1006	Backhoe John Deere 410G	Backhoe	2001
1020	Trailer Hubbard5x10 Easement	Trailer	2002
1021	SECOA Jet Away Easement Machine	Special	2002
1022	Freightliner Crane	Crane Truck	2002
1038	Backhoe 420D Extend-a-Hoe	Backhoe	2002
1066	Tow Behind Air Compressor	Compressor	2003
1067	Forklift JP50LP 5,000 Lb.	Forklift	2003
1070	Chevy CG33503 Ques Camera Van	Camera Van	2004
1071	Backhoe 420D	Backhoe	2003
1100	Trailer Big Tex 5x10 Flat Bed	Trailer	2004
1104	Ford F350	Service Truck	2005
1107	Trailer Miller Welding 280 NT	Trailer	
1108	Trailer CarsonFuel	Trailer	2004
1116	Chevy 1500	Truck	2005
1138	Grit Dump Trailer	Trailer	2005
1141	Trailer Arizona Co.Shoring	Special	2005
1154	Ford F350	Service Truck	2005
1160	Confined Space Trailer	Trailer	2006
1172	Sewer International 7400 SFA Jet Rodder	Rodder	2006
1174	Forklift DaewooG25E Pneumatic-tired	Forklift	2006
1175	Trailer Tandem Axle	Trailer	2007
1176	Backhoe 420E 4EC	Backhoe	2006
1182	Dump Truck Peterbilt 6-Wheel	Dump Truck	2007
1212	Ford F350	Service Truck	2008
1214	Caterpillar - 414E IL Industrial	Gannon Tractor	2006
1220	Sewer Vactron PMD850SDT	Vacuum Unit	2007
1234	Sewer Vac-Con Combination Cleaner	Combination Rodder	2007
1252	Air Compressor Ingersol RandP-185	Compressor	
1253	Arrow Board	Special	
1260	Ford F150	Truck	2008

1263	Ford F150	Truck	2008
1265	Ford F150	Truck	2008
1273	Ford F550 Dump Body	Dump Truck	2008
1276	Ford F350	Service Truck	2008
1277	Ford F350	Service Truck	2008
1301	Utility Trailer	Trailer	2008
1383	Dump Trailer	Trailer	2000
1384	Trailer Welding	Trailer	
1403	Ford F150	Truck	
1404	Ford F150	Truck	
1405	Ford F150	Truck	
1411	Ford F450	Service Truck	2015
1412	Ford F450	Service Truck	2015
1421	Sewer Vac-Con Combination Cleaner	Combination Rodder	
1438	Ford F350	Service Truck	
1450	Trailer Townmaster Flatbed 30'	Trailer	
1451	Ford F550 Diesel	Dump Truck	
1460	Equipment Trailer	Trailer	2015
1462	Ford F450	Service Truck	
1465	Freightliner Crane Ford F750	Crane Truck	2016
1467	Ford F150	Truck	2016
1468	Ford F250	Truck	
1469	Ford F250	Truck	
1483	Ford F350	Service Truck	2017
1484	Ford F350	Service Truck	2017
1485	Ford F450	Service Truck	
1487	Ford F350	Service Truck	
1491	Ford F150	Truck	
1492	Ford F150	Truck	2017
1501	Pump Bypass 6" Trailer Mount	Pump	2018
1510	Forklift	Forklift	2018
1512	Mini-Excavator	Equipment	2018
1517	Ford F350	Service Truck	2019
1518	Ford F150	Truck	2019
1519	Ford F350	Service Truck	
1520	Ford F150	Truck	2019
1538	Combo Truck	Combination Rodder	2020
1539	Combo Truck	Combination Rodder	
1555	Ford F150 4X4	Truck	2020
1556	F-450	Service Truck	2020
GEN 27	GENERATOR STANDBY 400 KW	Generator	2018
GEN 32	GENERATOR PORTABLE 225KW	Generator	1997
GEN 34	GENERATOR PORTABLE 125 KW	Generator	2000
GEN 35	GENERATOR PORTABLE 125 KW	Generator	1998
GEN 37	Generator 40KW	Generator	
GEN 46	GENERATOR STANDBY 125 KW	Generator	2007

COP STREET ASSET LIST

<u>Fleet ID</u>	<u>Fleet ID Text</u>	<u>Class Text</u>	<u>Year</u>
1037	Backhoe 420D Extend-a-Hoe	Equipment	2002
1234	Sewer Vac-Con Combination Cleaner	Industrial Loader	2007
1214	Caterpillar - 414E IL Industrial	Industrial Loader	2006
550	CATERPILLAR 550 CRAWLER		1985
903	TRAIL BOSS TRAILER		1998
931	CATERPILLER 140H RG		1999
988	FRTL FL60L WATER TRUCK FL		2001
1001	VOLVO VHD64B DU DUMP TRUCK V		2002
1027	VOLVO VHD64 DUMP		2003
1036	FORD F350 DRW SB		2003
1055	CATERPILLAR CB224D		2002
1064	BIG TEX TRAILER		2003
1065	CATERPILLAR 420D		2003
1110	FORD F350DRW 4X2 SB		2005
1150	DODGE RAM 1500 4X4		2002
1162	CARSON 5X10 FLTBED TR		2006
1165	CARSON TILT TR -18FT-2		2006
1166	PETERBILT 357		2006
1183	PETERBILT 340 BOBTAIL DT		2007
1195	FORD F150 4X4		2007
1211	FORD F250 4X2 LWB PU		2008
1218	PETERBILT 357 SNOW PLOW		2007
1227	FORD F350 UB		2008
1231	FORD F350 4X4		2008
1247	FORD F250 CC		2008
1248	ALLMAND NIGHT-LITE PRO		2007
1274	FORD F350 SPRDTY FB		2008
1280	WORKAREA WAAW 255B-STD		1999
1281	WANCO TRAILER BOARD		2007
1282	ALLMAND NIGHT LITE PRO		2008
1295	BROOM BEAR SWEE FL 70 CHASSI		2007
1306	CARSON 6.5 X 10 FLTBD		2009
1309	CARSON SU142		2009
1323	BELSH TRAILER		2002
1348	MAXEY FB TRAILER		2005
1349	TRAFFIX SCORPION TL-3		2010
1357	ATLAS COPCO XAS 97		2006
1359	MAGUM LIGHT PLA MLT3060MMH		2000
1385	HAULER TRAILER		2010
1387	CRAFCO EZ1000 EB		2012
1388	TRAILER HAUL CONCRETE TRAILER CC		1995
1390	POLARIS RANGER R5E 500		2011
1393	NEW HOLLAND T5040 4WD		2013
1402	CATERPILLAR 259B SKID STEER		2013

1408	VERMEER BC1500 17VP		2014
1409	INTERNATIONAL 4300 SBA 4X2		2007
1413	IMER USA INC WORKMAN 250		2000
1416	CLUB CAR 2 PASSENGER		1995
1419	HUSQVARNA M-2T 52		2014
1431	FORD F550 SD		2015
1432	FORD F550 SD		2015
1433	STOW M5-93		2000
1436	ALLMAND NIGHT LITE PRO		2015
1444	INTERNATIONAL SWEEPER		2016
1453	FORD F550 SD 4X4		2016
1454	FORD F550 SD 4X4		2016
1459	DOOSAN P185WDO-T4F-NJP		2016
1461	TOWMASTER T-40T		2016
1473	CAT 938 M		2016
1478	Ford F250 4X4	Pick-up Truck	
976	Ford F350	Pick-up Truck	
1480	Ford F550		
1481	Ford F550		
1479	Ford F550 Chipper	Utility Truck	
1486	Peterbuilt 10 Wheeler		
1499	Saw Husqvarna		2017
1500	Caterpillar Paver		2017
1537	Freightliner Patch Truck		2019
1547	Trailer		2020
1548	Sweeper		2020
1188	Ford F150		
1589	Trailer Tripple Axle		
1549	Dump Truck International F2574 10-Wheel		
1550	Dump Truck Internation F2574 10-Wheel		
1603	Dump Truck Internation F2574 10-Wheel		
1607	Ford Buckit Truck		2016

CHINO VALLEY UTILITIES ASSET LIST

<u>Fleet ID</u>	<u>Fleet ID Text</u>	<u>Year</u>
E29	Bobcat T595 Skid Steer with 5' Mower	2018
014Z	Tracker UTV	2021
D68	Ford Vac-Con Truck mounted vactor	1997
C701	F250 Superduty 4wd Utility Body	2005
C631	F350 XLT Superduty 4wd w/ Autocrane and Utility Body	2018
C621	F150 Pickup 4wd	2006
C561	F250 Superduty 4wd Utility Body	2008
C641	F150 4wd Pickup	2020
PE20	John Deere 410K Backhoe	2014

CHINO VALLEY STREET ASSET LIST

<u>Fleet ID</u>	<u>Fleet ID Text</u>	<u>Year</u>
D62	1993 Kenworth T800 Dump Truck	1993
D63	1993 Kenworth T800 Dump Truck	1993
D65	1999 Kenworth T800 Water Truck	1999
E02	John Deere 544K Loader	2014
M03	Diamond Flail Mower, 75" Side Mount	2006
M02	Diamond Flail Mower, 90" Rear Mount	2006
T11	Diamond Plate Trailer	1998
E09	New Holland Tractor	2018
E22	Crack Sealer	
E04	2015 Meyer 4.5 V-Box Spreader	2015
TE12	Weed Spray Rig	2014
E01	2006 John Deere 5525	2006
E34	2002 Caterpillar 140H	2002
D67	2002 Broom Bear	2002
E27	2000 John Deere	2000
E33	1999 John Deere 410 Backhoe	1999
D64	1989 Kenworth T800 Water Truck	1989
M05	Alamo Land Pride Mower Deck	2018
M04	Alamo Side Deck Mower	2018
D69	2007 Ford F550	2007
D66	2015 Ford F550	2015
004P	2015 Meyer Plow	2015
E10	2018 Broce Broom	2018
T12	1971 Cox Ez-Ride Trailer	1971
E3	John Deere Gannon Tractor	2000
P003	2021 Vermeer Chipper	2021
D71	2014 Mack 10 Wheel Dump Truck	2014
E06	John Deere 410L Backhoe	2018