



describe current costs rates. Supplies or material may be charged at Provider's invoice cost plus an established administrative fee, or may be replaced by the User.

6. An estimate for specific services will be supplied by the Provider at the request of the User. Service Providers shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to User. Provider's invoices will be paid by Users in full within thirty (30) days of billing.
7. Services, equipment or materials shall be provided upon reasonable request at mutually convenient times and locations. The Provider retains the right to refuse to honor a request if the equipment or materials are needed for other purposes, if providing the equipment or materials would be unduly inconvenient, or if for any other reason, the Provider determines in good faith that it is not in its best interest to provide a particular item at the requested time. Equipment shall be returned immediately at Provider's request.
8. The User receiving the equipment shall take proper precaution in its operation, storage and maintenance. Equipment shall be used only for its intended purpose. The User shall permit the equipment to be used only by properly trained, properly licensed, and supervised operators. The User shall be responsible for equipment repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The User shall not be responsible for scheduled preventive maintenance (P.M.) unless equipment hours used exceeds the P.M. schedule periods and has been agreed by the Provider. The User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in User's possession.
9. Provider shall endeavor to provide equipment in good working order and to inform User of any information reasonably necessary for the proper operation of the equipment. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the Provider is not in the business of selling, leasing, renting or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
10. The Parties shall provide equipment or materials storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment or materials shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
11. The Provider may require, in its sole discretion, that only Provider's personnel operate equipment. In so doing, Provider shall be deemed an independent contractor and Provider's employees shall not be

deemed employees of User. The Provider's operator shall perform under the general direction and control of the User, but shall retain full control over the manner and means of using the equipment.

12. For the purposes of this Agreement, the Parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No User shall be responsible for the direct payment of any salaries, wages, compensation or benefits for Provider's workers performing services to Users under this Agreement.
13. Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment or services under this Agreement. Providers requiring that their personnel operate equipment shall hold harmless, indemnify and defend the User, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by Provider to operate equipment. Notwithstanding the above, the User shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the Provider regarding site conditions or other aspects of the project. The Providers of the equipment shall adequately insure the equipment or provide self-insurance coverage.
14. Any Party may terminate its participation by providing thirty (30) days written notice to the other Parties. Any amounts due and owing by a terminating Party shall be paid within thirty (30) days of termination.
15. Nothing herein shall be deemed to restrict authority of any of the Parties to enter into separate Agreements governing the terms and conditions for providing equipment or services on terms different than specified herein.
16. Any other County Municipality may become a Party to this Agreement. Each Party in accordance with the applicable procedures of that Party shall approve this Agreement. This Agreement will be executed separately by each Party and shall be effective as to each Party and binding among all the Parties that have signed this Agreement on the date of execution and sending a copy of the signed Agreement to the designated IGA Administrator.
17. This Agreement may be amended by written amendment signed by all of the Parties.
18. Term of the Agreement.
  - A. This Agreement shall become effective upon its execution by both Parties.

**COOPERATIVE INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF BISBEE, ARIZONA, AND THE CITY OF DOUGLAS, ARIZONA  
FOR EQUIPMENT AND MATERIALS**

This Intergovernmental Agreement (Agreement) is made and entered into by and between the City of Bisbee, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 118 Arizona Street, AZ, and the City of Douglas (Douglas), duly organized and existing under the laws of the State of Arizona, located at 425 East 10<sup>th</sup> St., Douglas, AZ 85607. The entities are referred to jointly herein as Parties, and singularly as Party. This Agreement constitutes the entire understanding and agreement of the Parties.

**RECITALS**

Arizona Revised Statutes (ARS) §11-951 through §11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint or cooperative action.

**PURPOSE OF AGREEMENT**

1. *Purpose.* Each Party owns certain equipment and materials, and provides services that may be useful to another Party for public works, construction, operations, maintenance and related activities; and
2. The Parties agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The Parties desire to enter into an Agreement to establish procedures for sharing equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is agreed as follows:

**DUTIES UNDER AGREEMENT**

4. The Parties shall make available to each other vehicles, equipment, machinery, materials, related items and/or services in the manner and on the terms and conditions provided herein. The vehicles, equipment and machinery covered by this Agreement shall only be such items appropriate for public works, construction, and shall not include regular automobiles. The Party supplying the services or the vehicles, machinery and equipment shall be designated as the "Provider" herein. The Party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated as the "User" herein.
5. Costs of equipment and machinery will be agreed to in advance by the Parties, with the Parties having an option to formulate a mutually agreed upon Equipment Sharing List during the term of the Agreement. The Equipment Sharing List may then be provided by each Party to the others to

B. After its execution by the Parties, this Agreement shall expire each successive March 30, at 11:59 p.m., and will automatically renew each successive April 1 at 12:00 a.m. (midnight Arizona time) unless either Party chooses to terminate the Agreement in accordance with the provisions provided in this Agreement.

19. Termination of Agreement.

A. Parties to this Agreement may terminate this Agreement, with or without cause, upon written notification to the other Party, not less than 60 days prior to the effective date of termination.

B. The Parties to this Agreement, regardless of any cancellation, remain financially liable to pay for services already received from any contractor/consultant hired to fulfill the intent of this Agreement.

20. Governing Law and Venue. This Agreement is governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing, or the like regarding this Agreement, or any matter arising from this Agreement, shall be in Cochise County, Arizona.

21. Inspection and Audit. The Parties shall make all books, accounts, reports, files, and other records relating to this Agreement subject to inspection and audit. Performance of such inspections and audits will be at reasonable times and in such offices to which the Parties may mutually agree.

22. Severability. If any provisions of this Agreement are deemed invalid or unenforceable according to a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall remain in effect and be valid and enforceable to the fullest extent permitted by law.

23. Amendment. Any amendments to this Agreement will only be valid when put in writing and executed by the Parties.

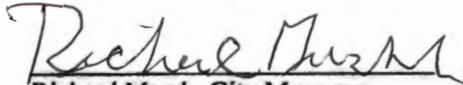
24. Notices. Any notice, consent, or other communication required or permitted under this Agreement shall be in writing. The delivery date is determined based on the method used to send the communication. When hand-delivered, the date received will be the actual delivery date; when mailed at the United States Post Office, the delivery date will be three days after mailing date; and, when mailed via any commercial air courier or express service, the delivery date will be two days after mailing date. The addresses for the Parties are as follows:

**City of Bisbee**  
Attn: City Manager  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

**City of Douglas**  
Attn: City Manager  
425 East 10<sup>th</sup> Street  
Douglas, AZ 85607

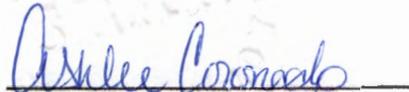
25. **Authority.** The Parties each represent, warrant, and covenant to the other that they have the right to enter into and make this Agreement.
26. **Entire Agreement.** This Agreement and any exhibits constitute the entire Agreement between the Parties and include all prior oral and written agreements of the Parties.

**CITY OF BISBEE**

  
Richard Marsh, City Manager

Date: 4-19-17

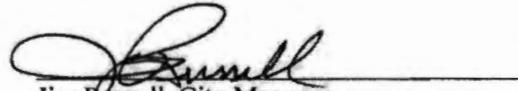
Attest:

  
Ashlee Coronado, City Clerk

Approved as to form:

  
Elda E. Orduño, City Attorney

**CITY OF DOUGLAS**

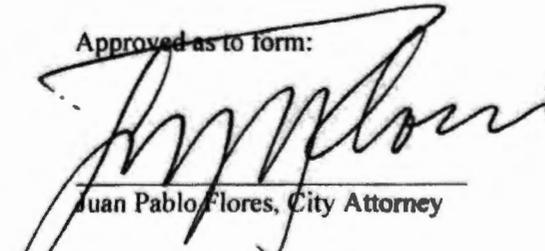
  
Jim Russell, City Manager

Date: 3/9/17

Attest:

  
Brenda Aguilar, City Clerk

Approved as to form:

  
Juan Pablo Flores, City Attorney