

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT BY AND  
BETWEEN TOWN OF COLORADO CITY, ARIZONA AND HILDALE CITY, UTAH  
FOR PUBLIC WORKS SERVICES**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** is entered into by and between Town of Colorado City, Arizona (“Town”) and Hildale City, Utah (“City”) and is as follows:

**WHEREAS**, pursuant to Arizona Revised Statutes §§ 9-240 and 11-952, the Town is authorized to execute and administer contracts or agreements of joint exercise of power with any other political subdivision of the state or an adjoining state; and

**WHEREAS**, pursuant to Utah Code Ann. S 11-13-201 & 11-13-202 (1953 as amended), the City is authorized to execute and administer contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

**WHEREAS**, each of the parties hereto is authorized to provide street, road, and park maintenance and related activities, hereafter referred to as Public Work Services (“PWS”); and

**WHEREAS**, the parties, are located contiguous to one another and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby, to provide services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare of both communities; and

**WHEREAS**, it is the intent and desire of the parties to provide for a joint, coordinated and cooperative approach to common operations and maintenance responsibilities of their respective public works departments, to include the management and use of equipment owned by City and Town; and

**WHEREAS**, the parties, acting for their benefit and for the health, safety and welfare of their citizens, deem it to be in their mutual interests to join together to provide certain public works services to the residents of City and Town.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein the parties agree as follows:

**Article 1. PUBLIC WORKS DIRECTOR**

- A. A Public Works Director (“PWD”) shall be appointed by the joint designation of both parties. The parties through the PWD, shall complete all Public Works Services as specified in the Exhibit A “Public Work Services” attached hereto and made a part hereof.
  
- B. It is the intent of the parties to organize this Agreement to provide the PWD with independence of professional judgment to complete the work required in accordance with the standards set forth in this agreement. All public works services within the City or Town shall be performed in accordance with applicable ordinances, regulations, laws, policies and standards.

**Article 2. TERM**

The term of this Agreement will be from the \_\_\_ day of \_\_\_\_\_, 2022, until one of the parties to the IGA provides the other party to the IGA with a written Notice to Terminate this Agreement at least twelve (12) months prior to the desired termination of the IGA. Upon termination of this agreement any property that is owned by either party, used pursuant to this agreement shall remain with or be returned to the owner of the property; Alternatively an agreed upon value for the property shall be reimbursed to the other party.

**Article 3. PARTIES TO RETAIN SEPARATE IDENTITIES**

Notwithstanding the provisions of this Agreement, each party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this agreement.

#### **Article 4. REAL PROPERTY**

- A. The Town owns real property at 545 North Maple Street, Plat No. 14B – 2<sup>nd</sup> Amended Industrial Park Lease Parcel Map, Lots # 21, 22, 23 and 29 known as the public works facility. The City owns real property at 585 South Oak Street, Amended Record of Survey of Lease Parcel Boundaries for Hildale South Industrial Park, Parcel #3, known as the screen plant. (*See Exhibit-C Real Property Record of Survey*) Each party agrees to allow the use of and access to the real property described by each other for public works services as directed by the PWD.
- B. The City agrees to allow the Town to improve its real property (*parcel #3 described above*) with the intent that the parcel will be used for joint public works services in perpetuity. In turn for the guaranteed use of the real property for PWS, the City will not be liable to reimburse the Town for its investment unless mutually agreed upon.
- C. The Town agrees to coordinate any improvements with the City and to provide documentation of monetary investment into the real property. Nothing in this agreement prohibits the Parties from sharing the cost of investments as may be mutually agreed upon.
- D. The Town retains ownership of its own personal property that may be in, on, or affixed to the real property, and may elect to remove such property so long as it does not cause any structural damage.
- E. The real property will be used to jointly manage public works services and except as outlined herein, there will be no rental fees or real property use charges. Normal business utility costs may be shared if mutually agreed upon.

## **Article 5. FINANCING and BUDGET**

- A. Parties shall provide staffing for the public works department within their respective budget constraints. It is the intent of both parties to share payroll costs for certain mutually agreed upon employees, based on 1/3 City and 2/3 Town, with employees either hired part-time for each party or shared costs billed to the responsible party.
- B. As per A.R.S. § 23-1022, any employee working within the jurisdictional boundary of the other party, pursuant to this IGA, will be provided worker's compensation benefits by the hiring employer only. Personnel will operate across jurisdictional boundaries of the parties as directed by the PWD.
- C. Except as expressly specified herein, each party is responsible for the costs of all personnel, equipment, materials and supplies necessary to perform the PWS within their corporate boundary. Use of personnel, equipment, materials and supplies will be directed by the PWD.
- D. Parties shall keep accurate records of reimbursable expenses incurred under the terms of this agreement to be reconciled with any trade amounts, and the balance billed to the respective party on a monthly basis, according to the rate structures outlined in Exhibit B "Public Works IGA Labor and Equipment Rates". Exhibit B may change from time to time by a joint resolution of the governing bodies, and upon adoption will automatically be considered as part of this Agreement. Any equipment used that is not on Exhibit B will be billed at a rate determined by the Public Works Director in consultation with the City and Town Managers.

## **Article 6. NOTICES**

Notices hereunder shall be given in writing personally served upon the other party or mailed to:

For City:

Hildale City Manager  
320 East Newel Avenue  
P O Box 840490

Hildale, UT 84784-0490  
PH: 435-874-2323  
FAX: 435-874-2603

For Town:

Colorado City Town Manager  
25 South Central Street  
P O Box 70  
Colorado City, AZ 86021  
PH: 928-875-9160  
FAX: 928-875-2778

#### **Article 7. MUTUAL INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other party, its elected officials, officers and agents from and against all claims, actions, judgments, costs and expenses, arising out of any act or omission of the indemnifying party in connection with this agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise and defend the same.

#### **Article 8. INSURANCE**

Each party shall provide Commercial General Liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between parties.

#### **Article 9. SEVERABILITY AND CONFLICTS OF INTEREST**

- A. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the parties as stated in this Agreement.

B. No delay, omission or failure to exercise any right of either party under this agreement shall be construed to be a waiver of any such right or as impairing any such right. This agreement may be canceled pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein.

**Article 10. GOVERNMENTAL APPROVAL.**

Each party shall approve this Agreement in accordance with the provisions of § 11-13-202.5, Utah Code 1953, as amended.

**Article 11. AMENDMENTS, INTEGRATION, SURVIVAL.**

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. The parties shall work in good faith to implement and resolve details not specified in this Agreement. No amendment or modification of the terms hereof shall be valid unless in writing and approved by the governing bodies of both parties. Articles 4.B. and 4.D. of this Agreement shall survive termination or expiration.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this Agreement.

**DATED** this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Joseph Allred, Mayor  
Town of Colorado City

\_\_\_\_\_  
Donia Jessop, Mayor  
Hildale City

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Rosie White, Town Clerk

\_\_\_\_\_  
Athena Cawley, City Recorder

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden, PLLC  
Town of Colorado City Attorney

\_\_\_\_\_  
Joseph Hood  
Hildale City Attorney

**EXHIBIT A**  
**PUBLIC WORK SERVICES**

**Essential Accountabilities (Including but not limited to):**

1. Road Maintenance – Identify, evaluate, schedule and supervise personnel. Coordinate with consultants, engineers, contractors, utility companies and city departments for infrastructure construction, planning, and maintenance. Document pavement inspections, maintenance, and repairs.
2. Machinery & Equipment Maintenance – Monitor equipment preventative maintenance and repairs to maximize useful life; Prepare specs/bid documents for acquiring equipment; Schedule and supervise mechanics; Monitor use of supplies and materials and inventory.
3. Budget Monitoring – Coordinate and budget costs necessary to perform the public works services; Establish daily work schedules, monitor budget expenditures, complete expenditure documentation, and report to and the city finance departments; Assist with bidding, grant paperwork and reports as applicable.
4. Agency Coordination – Coordinate with other agencies, professionals, cooperators and contractors such as BLM, Washington and Mohave Counties, councils of government, state agencies, etc.
5. Personnel – Manage labor pool, time records, and work schedules; Assist with performance reviews, new hire recommendations, discipline, orientation, and training
6. Accounting – Maintain a system of accounting and documentation for work performed, expenses documented, time, materials, supplies, equipment, and monthly IGA monthly cost reconciliation.
7. Storm Water Maintenance – Monitor and evaluate storm water infrastructure and facilities; Schedule and implement capital improvements, maintenance and repairs.
8. Street Painting, Signage, and Marking – Evaluate, schedule, inventory, and supervise street, curb, and public parking painting, signage, and marking.
9. Weed Control – Evaluate and prioritize mowing, trimming, spraying, and blading.



10. Parks/Planters & Landscape Maintenance – Evaluate needs and implement maintenance, repairs, mowing, trimming, weeding, watering, cleaning, signage, spraying, etc., and coordinate with volunteers, Engineers, other city departments and Contractors.
11. City Lighting Maintenance – Evaluate and monitor street light maintenance and repairs and coordinate with energy providers and electrical contractors.
12. Traffic Management – Assure proper traffic control for work zones; Determine needs for signage, traffic control, and safety.
13. Sidewalk Maintenance - Evaluate, schedule and supervise snow removal, maintenance, repairs, and weed control.
14. Employee Safety – Coordinate employee safety education programs and ensure that proper safety procedures are followed in all work areas and personal protective equipment is used.
15. Refuse and Landfill – Manage and supervise the Arizona Strip Landfill duties and responsibilities such as refuse collection, equipment maintenance, personnel certifications, scheduling, training, and operations at the landfill.

**EXHIBIT B**

**Joint Resolution setting equipment rates as updated from time to time**

DRAFT

# EXHIBIT C

## REAL PROPERTY RECORD OF SURVEY

