

RESOLUTION No. 23-1546

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA AUTHORIZING THE EXECUTION OF A REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY FOR THE JOINT EXERCISE OF THEIR POWERS IN PROVIDING WATER SERVICES AT THE BISBEE-DOUGLAS INTERNATIONAL AIRPORT IN COCHISE COUNTY, ARIZONA.

WHEREAS, Cochise County and the City of Douglas seek to enter into a revised Intergovernmental Agreement between the City of Douglas and Cochise County for the joint exercise of their powers in providing water services at the Bisbee-Douglas International Airport, and

WHEREAS, the County owns, and controls real property known as BDI; and

WHEREAS, the County leases part of BDI to the Arizona Department of Public Corrections for the operation of a minimum and medium security prison; and

WHEREAS, for the benefit of the prison, and for other operations at BDI, the County operates a water supply system; and

WHEREAS, to comply with State water quality laws and regulations, the County employs a certified water technician to test and monitor the water supply; and

WHEREAS, the City employs a certified water technician who can test and monitor the water supply at BDI; and

WHEREAS, pursuant to A.R.S. § 11-952, the County and the City are authorized to enter into this intergovernmental agreement for joint and cooperative action for testing and monitoring the water supply at BDI.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Douglas, Arizona, as follows:

Section 1. The terms of the revised Intergovernmental Agreement are in the best interest of the City of Douglas.

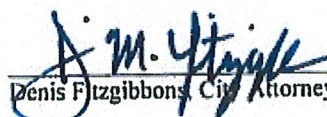
Section 2. The City Manager and the City Clerk are hereby authorized to execute and deliver the revised Intergovernmental Agreement (IGA) and any related documents necessary to consummate the transaction contemplated by the IGA for and on behalf of the City of Douglas.

Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of the revised Intergovernmental Agreement.


PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 12<sup>th</sup> day of April 2023.

  
Donald C. Huish, Mayor

Approved as to Form:

  
Denis Fitzgibbons, City Attorney

Attest:

  
Alma Andrade, City Clerk

Prepared by:  
Elise Moore, Public Works Director/City Engineer

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN COCHISE COUNTY  
AND  
THE CITY OF DOUGLAS  
FOR A CERTIFIED WATER OPERATOR SERVICES AT BDI**

**THIS AGREEMENT** is made by and between Cochise County ("County") and the City of Douglas ("City"), for the joint exercise of their powers in providing water services at Bisbee-Douglas International Airport ("BDI").

**WHEREAS**, the County owns, and controls real property known as BDI; and

**WHEREAS**, the County leases part of BDI to the Arizona Department of Public Corrections for the operation of a minimum and medium security prison; and

**WHEREAS**, for the benefit of the prison, and for other operations at BDI, the County operates a water supply system; and

**WHEREAS**, to comply with State water quality laws and regulations, the County employs a certified water technician to test and monitor the water supply; and

**WHEREAS**, as of November 23, 2012, the County will no longer have a certified water technician in its employment; and

**WHEREAS**, the City employs a certified water technician who can test and monitor the water supply at BDI; and

**WHEREAS**, pursuant to A.R.S. § 11-952, the County and City are authorized to enter into this intergovernmental agreement for joint and cooperative action for testing and monitoring the water supply at BDI.

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

1. **Purpose.** The purpose of this Agreement is to set out the understanding of the parties as to their mutual responsibilities and rights regarding the testing and monitoring of the water supply at BDI.
2. **Term.** This Agreement shall become effective June 1, 2023. This Agreement shall continue to be binding upon the parties until January 1, 2025, unless terminated as provided herein. Modifications may be made only upon execution of a written amendment signed by the parties hereto.
3. **City's Obligations.** The City will provide a certified water technician to test and monitor the County's water supply system at BDI to ensure that it complies with all federal and state laws, regulations, and rules. The City shall also provide a certified water technician as the operator on record for the system with the Arizona Department of Environmental Quality (ADEQ).
  - City shall produce an annual water quality report known as the Consumer Confidence Report (CCR) as required by ADEQ.
  - City shall update Reports requested by ADEQ for compliance.
    1. Revised Total Coliform Rule
    2. Microbiological Sample Site Plan (MSSP)
    3. Lead & Copper Sample plan

The County will continue to update and/or complete any other reports requested for compliance by ADEQ, EPA and ADWR.

4. **County's Obligations.** The County will compensate the City for testing and monitoring at the rate of \$1,850.00 per month, which is based upon an expectation that the certified water technician, in performing his responsibilities, will spend one hour per day for each day of the month. If additional time is necessary for these duties, and if authorized by the County's Facilities Director or his designee, the County will compensate the City at the rate of \$40.00/hour, billed in increments of no less than a quarter of an hour. The testing and monitoring rate, operator on record license fee and the additional duties hourly rate shall increase two-and-one half percent (2.5%) per year during the term, effective on the annual anniversary date of each year.

County shall be responsible for all other maintenance and capital costs of the system. County shall log all daily maintenance activities in their log records. (The county shall continue to complete a daily log and maintenance records

and will be available for the City.) The City will provide a work order for any maintenance or repairs needed for chlorination and testing as stated in the contract and not for Wells and water distribution system. A log will be sent back of the completed work. No construction, sampling, system changes or any other changes that could possibly affect water quality shall be made without notifying the City of Douglas.

- 5. Workers' Compensation.** For the purposes of Workers' Compensation, an employee of either party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, the other party pursuant to this Agreement, is deemed to be an employee of both the party who is the employee's primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. § 23-1022(D).

  1. The primary employer party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity.
  2. Each party to this Agreement shall comply with the provisions of A.R.S. § 23-1022(E) by posting the required public notice. City shall provide the information needed and the county will post any reports, results, and public notice which are only for sampling and monitoring.
- 6. Termination for Cause.** This Agreement may be terminated by either party for cause for material default of any obligations under this Agreement; provided, however, that termination by the County shall not affect its payment obligations for past services.
- 7. Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, which are incorporated herein by reference.
- 8. Compliance with Non-Discrimination Laws.** To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, or national origin shall have equal access to employment opportunities.

- 9. Audit and Records.** Both parties agree to retain all accounts, reports, files, and other records relating to this Agreement for five (5) years after termination of this Agreement and to open such records for reasonable inspection and audit by the other party during that period.
- 10. Indemnification.** Each party agrees to be responsible for the conduct of its operations and performance of Agreement obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their position, agency or employment while performing duties undertaken pursuant to this Agreement. This indemnification provision shall survive termination of the Agreement.
- 11. General Provisions.**
- 11.1 The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.
- 11.2 This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.
- 11.3 Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 11.4 This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- 11.5 The headings used in this Agreement are for convenience only and are not a substantive part of this Agreement.
- 11.6 Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

11.7 Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in A.R.S. §§ 35-391 (15) and 35-393(12), respectively.

12. **Counterparts.** This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

13. **Notice.** Written notice shall be provided by sending the notice by first class mail to:

For County: Henry Meraz, Facilities Director  
1415 Melody Lane, Building C  
Bisbee, AZ 85603

For City: Luis Pedroza, Deputy City Manager  
425 10th Street  
Douglas, AZ 85607

**IN WITNESS WHEREOF**, the parties provide the following resolutions of approval:

**CITY OF DOUGLAS**

**COCHISE COUNTY**

  
\_\_\_\_\_  
Ana Urquijo, City Manager


\_\_\_\_\_  
Peggy Judd, Chair

Date: 5/3/23

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

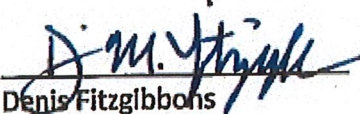
  
\_\_\_\_\_  
Alma Andrade  
City Clerk

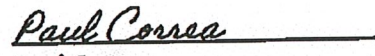
\_\_\_\_\_  
Tim Mattix  
Clerk of the Board of Supervisors

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 1 1-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

APPROVED:

APPROVED:

  
Denis Fitzgibbons  
City Attorney

  
Paul Correa  
Civil Deputy County Attorney

Date: 4/14/2023

Date: 3/21/2023