



**RESOLUTION 2002-509**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY  
FOR MOTOR VEHICLE FUEL**

*WHEREAS*, two or more public agencies, as defined by ARS §11-951, including a municipality or a special taxing district, may pursuant to ARS §11-952, through a written and recorded agreement, contract for services, jointly exercise any powers common to the contracting parties, or provide for joint or cooperative actions; and

*WHEREAS*, the Mayor and Common Council has reviewed the proposed intergovernmental agreement for the purchase of motor vehicle fuel from May 1, 2002 through June 30, 2003, and shall be deemed renewed for successive one-year terms as of July 1 of each year unless either party provides written notice to the other party of the intent not to renew no less than sixty (60) days prior to the expiration date of the initial term or any renewal thereof.

*NOW THEREFORE*, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951.H, to execute the intergovernmental agreement with Yavapai County dated April 3, 2002, for motor vehicle fuel and to allow for its annual renewal by motion as provided therein. Passed and adopted by a majority voted of the Common Council at the Regular Session of April 3, 2002.

**PASSED AND ADOPTED:**

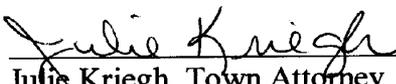
  
Brenda Hauser, Mayor

Date: 4-4-02

Attest:

  
Deborah Barber, Town Clerk

Approved as to form:

  
Julie Krieger, Town Attorney

Recorded at the Request of:

**Board of Supervisors**  
Folder

When Recorded, Mail to:

THIS IS A CONFORMED COPY OF INSTRUMENT  
RECORDED ON DATE 6-5-02 TIME 10:05  
IN BOOK 3931 PAGE 915  
PATSY NENNEY COLON, RECORDER  
P. N. DEPUTY

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INTERGOVERNMENTAL AGREEMENT FOR MOTOR VEHICLE FUEL  
WITH CAMP VERDE MARSHAL'S OFFICE

**INTERGOVERNMENTAL AGREEMENT  
MOTOR VEHICLE FUEL**

**THIS AGREEMENT** is made and entered into this 3<sup>rd</sup> day of June, 2002 by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona hereinafter called "COUNTY", and the CAMP VERDE MARSHAL'S OFFICE hereinafter called "MARSHAL'S OFFICE".

**RECITALS**

**WHEREAS**, the COUNTY maintains fueling facilities for COUNTY vehicles; and

**WHEREAS**, the MARSHAL'S OFFICE desires to contract with the COUNTY for the provision of motor vehicle fuel for use in MARSHAL'S OFFICE vehicles; and

**WHEREAS**, the Parties are authorized to enter into intergovernmental agreements to mutually contract for services or for joint or cooperative action pursuant to A.R.S. Section 11-952, and

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION A. MOTOR VEHICLE FUEL**

- 1. Motor Vehicle Fuel and Facilities.** The COUNTY agrees to provide motor vehicle fuel to the MARSHAL'S OFFICE under the terms and conditions set forth herein. MARSHAL'S OFFICE staff shall have access to the COUNTY's fueling facility located at 4000 West Cherry Road, Camp Verde Arizona for the purpose of refueling MARSHAL'S OFFICE-owned or leased vehicles. Unleaded gasoline and diesel fuel will be available 24 hours per day. The COUNTY will make keys available to MARSHAL'S OFFICE to allow its employees to gain access to the diesel fuel pumps after normal working hours. The MARSHAL'S OFFICE agrees to take such steps as may be necessary to prevent unauthorized use of keys and security code information provided to the MARSHAL'S OFFICE pursuant to this Agreement.

The MARSHAL'S OFFICE will provide a written list of eligible vehicles, and a written list of staff authorized to utilize the COUNTY fuel facility, and shall provide updated lists as necessary. The MARSHAL'S OFFICE will instruct its current and future employees regarding strict adherence to all procedures established by the COUNTY for use of its fuel facilities including, but not limited to traffic control directions at the fuel facility and operating instructions for fuel delivery equipment.

2. **Fuel Charges.** The MARSHAL'S OFFICE will be issued a unique Access Security Code to be used by authorized staff to obtain fuel on the MARSHAL'S OFFICE account. It is understood and agreed that the MARSHAL'S OFFICE will pay the COUNTY for all fuel dispensed to users entering the MARSHAL'S OFFICE Access Security Code. The COUNTY will charge the MARSHAL'S OFFICE for gasoline and diesel fuel consumed by the MARSHAL'S OFFICE pursuant to this Agreement at a rate of 10 cents per gallon over the COUNTY's actual delivered cost for said gasoline or diesel fuel. The COUNTY will advise the MARSHAL'S OFFICE of any changes in fuel costs no less than two days prior to the effective date of such changes. The COUNTY will bill the MARSHAL'S OFFICE on a monthly basis for fuel dispensed. Remittance will be due in full within 30 days of receipt of each monthly billing.
3. **Fuel Supply and Use Restrictions.** In the event of emergency, the COUNTY, in its sole discretion, may direct that access to its fuel supplies and facilities pursuant to this Agreement be temporarily limited or discontinued. The MARSHAL'S OFFICE is not obligated, pursuant to this Agreement, to have to obtain motor vehicle fuel from the COUNTY and may, in its sole discretion, elect to obtain motor vehicle fuel from other parties at any time.
4. **Indemnification.** The MARSHAL'S OFFICE shall defend, indemnify and hold harmless the COUNTY against any lawsuits, claims, damages, losses and expenses whatsoever relating to or arising out of the acts or omissions of the Parties or their officers, employees or agents with respect to, or in connection with, the dispensing or use of fuel pursuant to this Agreement.

## **SECTION B. MISCELLANEOUS**

1. **Termination for Convenience.** This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party of intent to terminate.
2. **Termination for Breach.** If either party fails to abide by the terms and conditions of this agreement, this agreement may be terminated upon ten (10) days written notice by the party claiming breach to the other party.
3. **Surrender of Equipment.** If this Agreement is terminated for any reason, the MARSHAL'S OFFICE shall surrender keys and any other equipment provided by the COUNTY for the purposes of utilizing products or services pursuant to this Agreement.
4. **Term of Agreement.** The initial term of this Agreement shall commence on May 1, 2002 and shall terminate on June 30, 2003. Thereafter it shall be deemed renewed for successive one-year terms as of July 1 of each year unless either party provides written notice to the other party of intent not to renew no less than sixty (60) days prior to the expiration date of the initial term or any renewal thereof.

5. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.
6. **Cancellation for Conflict.** This Agreement is subject to cancellation for conflict of interest pursuant to ARS §38-511 pertinent portions of which are incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

**TOWN OF CAMP VERDE**



Brenda Hauser, Mayor  
Town of Camp Verde

**YAVAPAI COUNTY**



Lorna Street  
Chairman, Board of Supervisors

**ATTEST:**



Deborah Barber  
Town Clerk

**ATTEST:**



Bev Staddon  
Clerk of the Board

**APPROVED AS TO FORM:**

  
Julie Kriegh, Town Attorney