

**INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY
AND THE CITY OF MARICOPA FOR THE USE OF LAND TO OPERATE
A RECYCLING COLLECTION CENTER AND SOLID WASTE
TRANSFER STATION**

WHEREAS the Pinal County (hereinafter “County”) owns property within the City of Maricopa described in Exhibit A (hereinafter “Site”);

WHEREAS the County wishes to provide county residents with opportunities to lawfully dispose of or recycle solid waste; and

WHEREAS the City of Maricopa wishes to provide city residents with opportunities to lawfully dispose of or recycle solid waste; and

WHEREAS the Site was previously used by a private company to operate a Recycling Collection Center and Solid Waste Transfer Station and the City has requested the use of the Site to allow a contractor to continue to provide these services to county and city residents; and

WHEREAS the County and City are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to A.R.S. § 11-952;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. During the term of this Agreement City or its contractor shall maintain a non-profit Arizona Department of Environmental Quality approved recycling collection center and solid waste transfer station at the Site. The County, and the Maricopa Domestic Water Improvement District, as an interested third party beneficiary, shall retain all rights of access to the Site.
2. This Agreement does not create a partnership or joint venture. City shall be solely responsible for the conduct of its officers, employees, contractors, volunteers, invitees and guests on the Site.
3. During the effective period of the Agreement, City, or its contractor, shall obtain and maintain all required federal, state and local government permits for operation of the Site as a recycling collection center and solid waste transfer station. City shall give County true and correct photocopies of all federal, state and local government permits for operation of the Site as a recycling collection center and true and correct photocopies of any renewed or new permits.
4. County will permit City or its contractor to construct and/or install any additional improvements intended by City for the operation of the Site as a recycling collection and solid waste transfer station site. All improvements to be undertaken by or on behalf of City must receive prior written approval from the County Manager, or designee, to assure that County’s

interests in the Site and County's ability to make use of the Site are not damaged. County approval for any improvements shall not be unreasonably withheld. All improvements shall remain part of the Site and be surrendered at the expiration or termination of the Agreement, unless County directs in writing at least thirty (30) days prior to the expiration or termination of the Agreement that the Site be restored to its original condition.

6. City will be responsible for any hazardous substance as defined by 40 CFR 300.5, or hazardous waste as defined by 40 CFR 261.3, brought onto the site during the term of this Agreement and shall be responsible for any release of hazardous materials or hazardous waste at the Site during the term of this Agreement. City is responsible for all maintenance and repair of the Site, including but not limited to the fencing, gates, gatehouse, compactor equipment, and County owned Property and its own fixtures and/or equipment. All utilities used on the Site will be the sole responsibility of City. County shall not be liable for any interruption or failure in the supply of utilities used on the Site.

7. In addition to any insurance required in Paragraph 9 of this Agreement, City shall indemnify and save harmless County from any claims, demands, loss, damages, liens, suits, judgments and liabilities of every kind, arising because of any claim of injury to persons or damage to Property, or the death of any person or persons, resulting from the occupancy and use of the Site by City. City shall keep the Site free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred at the Site by or at the instance of City, and will indemnify and save County harmless from all such liens or claims of liens, and all attorneys' fees and costs reasonably incurred in defense against such claims.

8. County shall indemnify and save harmless City from any claims, demands, loss, damages, liens, suits, judgments and liabilities of every kind, arising because of any claim of injury to persons or damage to property, or the death of any person or persons, resulting from access and use of the Site by County.

9. City or its contractor agrees to provide, pay for and maintain during the term of this Agreement and any extension thereof, at its sole cost and expense, a policy or policies of insurance of the following types:

a) Comprehensive general liability insurance and property damage insurance with insurers reasonably acceptable to County, which shall name County as additional insured. City will furnish County with certificates of such insurance and an endorsement on each such policy whereby the insurer agrees to give County at least thirty (30) days written notice prior to the alteration, cancellation, amendment or other occurrence that in any way affects the coverage provided. The insurance required pursuant to this paragraph is as follows: Comprehensive Liability with single limit \$1,000,000; and Property Damage of \$1,000,000.

b) Fire insurance covering the improvements, with extended coverage and endorsement with insurers in a form reasonably acceptable to County. Such insurance shall be in an amount of not less than 100 percent of the full replacement value of the improvements. If the improvements occupied by City are partially or totally destroyed by fire or other casualty insurable under standard untenantable, City may terminate the Agreement or may utilize the insurance proceeds to replace all improvements. City will furnish County with certificates of

such insurance and an endorsement on each such policy whereby the insurer agrees to give County at least thirty (30) days written notice prior to the alteration, cancellation, amendment or other occurrence that in any way affects the coverage provided. In the event of termination of the Agreement, pursuant to this paragraph, City shall, at its expense, cause the demolition and removal from the Site of all debris and perform such measures as required to leave the Site in a nonhazardous condition.

c) City shall not knowingly make nor permit any use to be made or acts done in or upon the Site which will be in violation of any applicable law, statute, ordinance or regulation of any governmental agency, or cause a cancellation of any insurance policy covering the Site or any part thereof, including but not limited to A.R.S. § 38-511 conflict provisions, the creation, storage or dumping of hazardous or toxic waste or materials as defined by local, state or federal laws or regulations.

10. City shall pay County the amount of \$1.00 per year, this Agreement shall be for the term commencing on the date hereof and ending 5 years thereafter with four (4) additional five-year renewal periods at the sole option of the County. This Agreement may be terminated by either party with 90 days written notice, but all financial and indemnification responsibilities of City shall survive the termination of this Agreement.

11. Upon termination of this Agreement, City shall deliver quiet and peaceable possession of the Site to the County, in a condition and state of repair of not less than the condition and state of repair in which the Site existed on the date City or its contractor took possession, normal wear and tear excepted.

12. City shall not sell, assign or transfer all or any part of this Agreement without approval in writing from the County.

13. Any notice or other document required to be given to either party shall be by regular U.S. Mail delivered to the other party's business mailing address, as follows:

City of Maricopa

Public Works Dept.
39700 W Civic Center Plaza
Maricopa, AZ 85138

Pinal County

Public Works Dept
P.O. Box 827
Florence, AZ 85132

14. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation between County and City involving this Agreement, the laws and decisions of the State of Arizona shall apply and any such litigation shall be commenced and prosecuted in the appropriate court of competent jurisdiction within the geographical boundaries of Pinal County, Arizona.

15. The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal

or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement.

16. This is the entire Agreement of the parties and the Agreement may be amended only by written addendum, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year written below.

CITY OF MARICOPA, a municipal corporation

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____

By: _____
Chairwoman of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Clerk of the Board

APPROVED as to form:

M. LANDO VOYLES
PINAL COUNTY ATTORNEY

By: _____
Kevin Costello, Deputy County Attorney,
Civil Division