

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement, made and entered into this 27th day of February, 1988¹⁹ by and between the City of Flagstaff, hereinafter "City", and Coconino County, hereinafter "County".

WHEREAS the City of Flagstaff is a municipal corporation and is the county seat of Coconino County, Arizona; and

WHEREAS Coconino County is a corporation which is a political subdivision of the State of Arizona; and

WHEREAS Arizona Revised Statutes section 11-952 authorizes contracts between two or more public agencies to enter contracts to provide services or to exercise their powers jointly; and

WHEREAS each party has a legitimate interest in preserving and protecting the environment and quality of life for its citizens; and

WHEREAS Article I Section Three and Article XIII, Section 8 of the Flagstaff City Charter authorizes the City to exercise all explicit and implied powers granted by the Arizona Constitution and state laws to protect the rights, safety, interests, morality, health and welfare of the city and its inhabitants; and

WHEREAS, the City of Flagstaff has an interest in improving its method in treating and disposing of non-hazardous liquid wastes; and

WHEREAS, Coconino County has an interest in locating a facility to dispose of its non-hazardous liquid wastes; and

WHEREAS, the City of Flagstaff has calculated the volume of non-hazardous liquid wastes and determined that the City accepts an average of 220,400 gallons per month and that Coconino County's portion of that volume is an average of 174,200 gallons per month, which is 79 percent of the volume of liquid waste treated by the City; and

WHEREAS, the City has employed the engineering consulting services of Greeley & Hansen Engineers for the purpose of designing a non-hazardous liquid waste facility at the Wildcat Hill Wastewater Treatment Plant for a cost of not to exceed \$25,000; and

WHEREAS, Greeley & Hansen Engineers have provided a cost estimate to the City to construct the facility to treat liquid waste for an amount of \$137,000; and

WHEREAS, the City and County are willing to participate in providing funding for the design costs and actual construction costs of building a wastewater treatment plant, for the purpose of treating non-hazardous liquid waste generated by the residents of the City and the County;

Now, therefore, in consideration of the mutual promises herein contained

The City and County hereby agree as follows:

Section 1. The term of this agreement shall be for a period of _____ years from the date of execution. At the end of this time, the parties may agree to renew the contract for a like period of years. Either party may terminate the contract at the end of the stated term, provided notice of such intention to terminate is given in writing to the other party at least 60 days prior to the expiration of the term.

Section 2. The City shall pay 21 percent of the actual costs of the design and construction of the facility, with the County paying the remaining 79 percent of the design and construction costs.

Section 3. The City will provide the land upon which the facility will be constructed, and will acquire all necessary easements and rights-of-way necessary for the maintenance and operation of the facility.

Section 4. The City will provide contract administration services for both the design and construction of the facility. The City will provide plan review, construction management, final inspection and acceptance of the facility.

Section 5. The City shall have the exclusive authority to operate, manage and administer the day to day operations of the completed facility. This includes the power to hire and terminate employees as it deems necessary for the proper operation of the facility. The salaries of any employees shall be fixed by the City.

Section 6. The parties agree that each has the right to utilize the facility for the purpose of treating non-hazardous liquid wastes.

Section 7. The costs of maintaining and operating the facility shall be paid for through the collection of user fees. User fees shall be based upon actual operation and maintenance costs of the facility. If for any reason user fees do not cover the costs of operation of the facility in any fiscal year, then each of the parties shall pay the unpaid costs of operation. Each party's share of said costs shall be equivalent to the percentage of wastewater treated for each party at the facility through the previous fiscal year.

Section 8. Coconino County and City of Flagstaff each agree to hold the other harmless and indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents regarding the performance of this contract.

Section 9. Any property acquired by a County agency or by a City agency to provide the services described in this agreement shall be considered the property of the County or City respectively.

Section 10. As soon as practicable after termination of this agreement, the City Council and County Board shall dispose of all property acquired under the agreement that is not a part of the treatment facilities at the Wildcat Hill Wastewater Treatment Plant, including surplus funds, in any manner they shall then agree upon. If no agreement upon disposition can be reached upon within twelve (12) months after termination, each party shall appoint one representative, together they shall appoint a third, who shall together constitute an advisory board on disposition of property of the waste-water treatment facility. This board shall as soon as possible prepare and recommend to City Council and County Board a complete plan for the disposition of all property acquired under this agreement. Each party shall share the costs of this advisory board.

Section 11. In the event that either of the parties shall be unable to carry out any of its duties pursuant to this agreement, the party shall submit the dispute to arbitration. Each of the parties shall select a disinterested representative, and the two persons so selected shall select a third disinterested representative, who shall together constitute an arbitration board to make investigation and reach an agreement which shall be binding upon both parties. The costs of such procedure shall be shared equally by both parties.

Section 12. Any Provision of this contract prohibited by the laws of Arizona shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

Section 13. The parties have submitted this agreement to the City and County attorneys who have approved this agreement as provided in A.R.S. Section 11-952.

Section 14. This agreement shall take effect on the date it is filed with the Coconino County Recorder or on the dates when the ordinance, resolution, or other action of the Coconino County Board of Supervisors or the Flagstaff City Council authorizing this agreement takes effect, whichever occurs later.

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

City of Flagstaff

[Signature]
Mayor

County Board of Supervisors

[Signature] FEB 21 1988
Authorized Representative FEB 21 1988

ATTEST:

[Signature]
City Clerk

[Signature]
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]
City Attorney

[Signature]
County Attorney

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