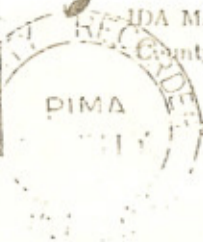


COUNTY OF PIMA

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No. 86761
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IDA MAE SMYTH
County Recorder

By: *[Signature]*
Deputy

Date: OCT 17 1977 - 10 25 AM
Request of: (CLERK BOARD OF SUPERVISORS)
Fee: 25

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 1977, by and between Pima County, Arizona, a body politic and corporate of the State of Arizona, hereinafter referred to as "County", and the Town of Oro Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" is for the purpose of construction and maintenance of sewer facilities for Town.

W I T N E S S E T H:

WHEREAS, the Town was incorporated on April 15, 1974, and

WHEREAS, prior to and following incorporation the Town has had its sewerage needs supplied and administered by the County's Sanitation Department, and

WHEREAS, Pima County is authorized to operate sewer facilities pursuant to A.R.S. § 11-264, and

WHEREAS, the Town of Oro Valley pursuant to A.R.S. § 9-240(B)(5)(a) is authorized to construct and maintain sewer facilities, and

WHEREAS, County and Town desire to avail themselves of all provisions of law applicable to this Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-951 et seq.,

NOW, THEREFORE, County and Town, pursuant to the provisions of A.R.S. § 11-951 et seq., and in consideration of the payments to be made and the mutual promises as hereinafter set out, mutually agree as follows:

1. That the geographical area to be served by this Agreement is the Town of Oro Valley, Pima County, Arizona, as it is now constituted or may be in the future during the term of this Agreement.

2. That this Agreement shall remain in effect until terminated by either party hereto at will upon the giving of six months' written notice.

3. County shall, through its Sanitation Department or its successor, administer and manage, in accordance with sound engineering policy and with agreement of the official engineering consultant of Town, the present and future sewer facilities within the boundaries of Town.

4. All powers granted to County herein shall be subject to and controlled by an ordinance or other lawfully enacted laws of the Town of Oro Valley as now in effect.

5. For the purposes of this Agreement, the following terms are defined:

House connection:	the pipe carrying wastewater from the building to a common sewer;
Lateral sewer:	a sewer that discharges into a main or trunk sewer and has no other common sewer as a tributary to it;
Flow-through sewer:	a sewer for transmission of sewerage from the upstream property, traversing the subject property (Town of Oro Valley), to connect with downstream facilities;
Main sewer:	principal sewer to which other sewers and sub-mains are tributary; also called a trunk sewer;
Trunk sewer:	a system of major sewers serving as transporting lines and not as local or lateral sewers;
Interceptor sewer:	a sanitary sewer that receives wastewater flow from trunk sewers and main sewers and transports or conducts such wastewater to a point for treatment or disposal.

6. County shall operate, maintain, repair and replace the sewer collection systems, except house connection services, at the existing level of service.

7. County will, in administering and managing Town's sewer facilities, prepare feasibility sewer studies; and will use the sewer service regulations, specifications inspections, sewer user fees, connection fees and plan review that are used for County's sewer facilities.

8. As consideration for its obligations under this Agreement, in addition to that contained in Paragraph 13, County shall collect within the Town limits the connection fees and sewer user fees contained in Pima County ordinances.

9. All construction of sewer lines shall be designed to County Department of Sanitation specifications, and inspected by County Department of Sanitation inspectors. Determination as to location of new sewer alignments shall be approved by the Town's engineering consultant; and the approval procedure shall not be unreasonably prolonged to withhold issuance of a requested permit. No permit for an individual sewer system shall be made without full compliance with all applicable rules and regulations.

10. Septic tanks and other types of disposal systems, within the Town limits shall be subject to Pima County ordinances. County agrees to provide full information as to all controlling ordinances and to notify the Town of any proposed amendments, modifications or repeal of said ordinances. Further, the County agrees that any future ordinances affecting septic tanks shall be general and uniform in application to the County and the Town and shall not be drawn as special legislation with the intent to specifically control or regulate use or installation of septic tanks within the bounds of the Town.

11. Town shall provide County with access for sewer management purposes to rights-of-way which are under either the control or ownership of Town. The County shall give adequate notice to the Town Engineer of any action the County takes regarding access to Town rights-of-way for sewer management purposes.

12. Town shall permit County to secure rights-of-way and to build a flow-through sewer system containing interceptors, trunk and main lines in the corporate limits of Town to connect the County sewer systems outside Town. Ownership of said flow-through system shall be in County during the term of this Agreement, and upon termination of this Agreement, ownership of all property relating to flow-through sewer facilities shall remain vested in County. On termination, the remainder of the sewer system within the corporate limits of Town that is not flow-through system shall become the property of Town.

13. County Department of Sanitation shall assist the Town Planning and Zoning Commission and Council by making a review of requests for rezoning and subdivision approvals. Town shall not grant rezonings or subdivision approvals for developments that will create a health hazard by exceeding the flow and/or treatment capacities of the County sanitation system.

14. County officials and employees, while working within the scope of this Agreement, will be granted by Town whatever rights are necessary to accomplish the County's obligations under this Agreement; and County shall hold Town harmless for any liability arising from the negligent actions of its employees in performance of such assignments.

15. County agrees to provide full information as to sewer plans and proposed plans and as to all controlling ordinances, and amendments, modifications, and repeal thereto.

16. If any provision of this Agreement or application thereof to County, Town, person or circumstances is held

invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

17. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the parties hereto.

18. This Agreement and all obligations upon the County and Town arising therefrom shall be subject to any limitations imposed by applicable state laws or regulations.

19. County shall within its lawful methods of financing provide for payments of the costs and expenses of its obligations arising each year under this Agreement from current annual budgeted funds for that year.

20. A prior consent to waive any covenant, promise, payment or performance under this Agreement shall not be construed as a waiver of subsequent performance of the covenant, promise, payment or performance under this Agreement. Furthermore, this Agreement may not be enlarged, modified or altered except in writing by both parties.

21. This Agreement shall not take effect until it has been filed with the Pima County Recorder pursuant to A.R.S. Section 11-952F.

IN WITNESS WHEREOF, the County of Pima has by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board, and the seal of said Board to be affixed and attested by the Clerk of said Board, and said Town of Oro Valley has, by order of its Council, caused these presents to be subscribed by the Mayor of said Town, and the seal of said Town to be affixed and attested by the Clerk of said Town the day, month, and year first above written.

COUNTY OF PIMA

By Sam Sena
Vice Chairman, Pima County
Board of Supervisors

ATTEST:

Eugene H. Gell
Clerk, Board of Supervisors

APPROVED Pursuant to A.R.S. § 11-952D

Peter E. Bean
Civil Deputy County Attorney

TOWN OF ORO VALLEY

By Law M. Lamberson
Mayor, Town of Oro Valley

ATTEST:

Dorothy L. Morse
Clerk, Town of Oro Valley

APPROVED Pursuant to A.R.S. § 11-952D

Walter L. Henderson
Town Attorney