

~~CONFIDENTIAL~~

PIMA COUNTY, ARIZONA
CITY OF SOUTH TUCSON, ARIZONA
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of April, 1977, by and between Pima County, Arizona, a body politic and corporate of the State of Arizona, hereinafter referred to as "County", and the City of South Tucson, Arizona, a municipal corporation, hereinafter referred to as "City" for the purpose of County continuing to supply City with its sewerage needs.

W I T N E S S E T H:

WHEREAS, prior to and following incorporation the City 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 City of South Tucson pursuant to A.R.S. § 9-240(B) (5) (a) is authorized to construct and maintain sewer facilities, and

WHEREAS, County and City 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 City 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 City of South Tucson, Pima County, Arizona, as it is now constituted or may be in the future during the term of this Agreement.

2. That the term of this Agreement shall be from July 1, 1977, until the same shall be 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 the City, the present and future sewer facilities within the boundaries of City.

4. All powers granted to County herein shall be subject to and controlled by ordinances or other lawfully enacted laws of the City of South Tucson.

5. For 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 common sewer as a tributary to it;
Flow-through sewer:	a sewer for transmission of sewerage from the upstream property, traversing the subject property (City of South Tucson), 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 City'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 sewer facilities.

8. As consideration for its obligations under this Agreement, in addition to that contained in Paragraph 13, County shall collect within the City 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 City's engineering consultant, and the approval procedure shall not be unreasonably prolonged to withhold issuance of a requested permit. No permit for an individual sewerage system shall be made without full compliance with all applicable rules and regulations.

10. Septic tanks, and other types of disposal systems, within the City limits shall be subject to Pima County Ordinances.

11. City shall provide County with access for sewer management purposes to rights-of-way which are under either the control or ownership of the City.

12. City 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 City to connect the County sewer systems outside City. 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 the City that is not a flow-through system shall become the property of City.

13. The County Department of Sanitation shall assist the City Planning and Zoning Commission and Council by making a review of requests for rezoning and subdivision approvals. City 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 City whatever rights are necessary to accomplish the County's obligations under this Agreement; and County shall hold City harmless for any liability arising from the negligent actions of its employees in performance of such assignments.

15. If any provision of this Agreement or application thereof to County, City, 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.

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

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

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

19. A prior consent to waive any covenant, promise, payment or performance under this Agreement shall not be construed as a waiver of the 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.

20. This Agreement shall not take effect until eleven (11) days after it has been filed with the Secretary of State pursuant to A.R.S. § 11-952(E) or July 1, 1977, whichever shall come later in time.

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 the City of South Tucson has, by order of its Council, caused these presents to be subscribed by the Mayor of said City, and the seal of said City to be affixed and attested by the Clerk of said City the day, month and year first above written.

COUNTY OF PIMA

By Sam Lane
VICE Chairman, Pima County Board of Supervisors May 16, 1977

ATTEST:

Cynthia A. Steer
Clerk Board of Supervisors

APPROVED AS TO FORM:

Arvin Kitch
Civil Deputy County Attorney

CITY OF SOUTH TUCSON

By [Signature]
Mayor

ATTEST:

[Signature]
Clerk, City of South Tucson

APPROVED AS TO FORM:

Robert L. Murray
City Attorney

The foregoing Agreement is determined by the Attorney General to be in proper form and within the powers and authority granted to the contracting parties in accordance with A.R.S. § 11-952(D).

DATED this _____ day of _____, 1977.

Bruce E. Babbitt
Attorney General