

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF BISBEE  
AND  
THE CITY OF TOMBSTONE  
FOR WASTEWATER OPERATOR SERVICES**

The City of Bisbee, a political subdivision of the State of Arizona (“Bisbee”) and the City of Tombstone, a political subdivision of the State of Arizona (“Tombstone”), hereby enter into this Intergovernmental Agreement for Bisbee to supply Wastewater Operator Services on the terms and conditions set forth herein. This Intergovernmental Agreement is authorized by the cities’ respective Charters, and A.R.S. §§ 9-240 and 11-952.

**WHEREAS**, both cities operate Waste Water Treatment Plants; and

**WHEREAS**, to operate the Plants, both cities need the services of a certified Waste Water Operator Grade 3 (“Grade 3 Operator”); and

**WHEREAS**, Bisbee currently employs a Grade 3 Operator, but Tombstone does not.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** that Bisbee will supply Tombstone with Grade 3 Operator services on the following terms and conditions:

Bisbee Responsibilities

1. The City of Bisbee shall:
  - A. Permit its Grade 3 Operator to operate and maintain the Tombstone’s Wastewater Treatment Plant (WWTP) to ensure its proper operation in processing and breakdown of all sanitary waste to clean water with the upkeep of all equipment to ensure same as well as sufficient and proper cleanliness of the WWTP. In doing so, the Operator will help ensure compliance with the AZEPDES Permit and the APP Permit as well as ADEQ to help ensure the best quality of maintenance and operation of Tombstone’s WWTP.
  - B. Permit its Grade 3 Operator to operate and maintain the Tombstone’s two wastewater lift stations to help ensure their proper function and assisted delivery of all sanitary waste to the WWTP for total and thorough processing of said sanitary waste through good repair and proper operation.
  - C. Permit its Grade 3 Operator to be on call and available for any and all visits from and by representatives of and from ADEQ, the Arizona Department of Health Services (ADHS), the Cochise County Health Department (CCHD) as well as any and all other governmental agencies for on-site, chemical and

administrative inspections of the WWTP, any and all other facilities as well as equipment and those of emergency measures relating to the proper operation and function of the total wastewater system, as well as being available and ready to answer all inquiries of and from representation of and from these and other agencies, be they verbal, written or follow on in nature regarding the WWTP.

- D. Permit its Grade 3 Operator to advise Tombstone's Director of Public Works on all matters involving the WWTP and overall wastewater treatment system and make appropriate and timely recommendations to the same for the potential and probable purchase of parts, material(s), equipment and other related items to avoid possible down time.
- E. It is understood and agreed that because Bisbee's Grade 3 Operator will continue to have responsibilities and duties to Bisbee's waste water treatment system, the foregoing assistance by Bisbee's Grade 3 Operator shall be subject to availability. Bisbee and Tombstone will use their best efforts to coordinate the responsibilities and duties to the respective cities.
- F. It is further understood and agreed that the parties expect the duties and responsibilities of Bisbee's Grade 3 Operator to require approximately 12 hours per month, including travel time.

#### Tombstone's Responsibilities

- 2. Tombstone shall:
  - A. Compensate Bisbee for the services of its Grade 3 Operator in the amount of \$1,200 per month. Such amount shall be paid on the first of each month for the duration of the agreement, a monthly invoice will be provided.
  - B. Continue to use its own employee to conduct all sampling, fill out all reports and administration that submits all reports to ADEQ; ensure that the two lift stations are operating smoothly, ensure the upkeep of all equipment, stock chemicals, tools, material and equipment; maintain cleanliness of all manholes, cleanouts; locate all wastewater lines, and perform other related tasks as the position and wastewater systems workings should dictate with regard to the overall pro-active management of the wastewater system.
- 3. This Agreement shall become effective on February 7, 2017, continuing through February 7, 2018, and will automatically renew for one year periods, unless terminated earlier as provided herein.
- 4. This Agreement may be terminated by either party for cause based on a material breach of the terms of this Agreement, provided that the party claiming material breach shall provide the other party with written notice of such breach and ten (10) days to cure. Further, either party may terminate this agreement for any reason by giving the other

party thirty (30) days notice. And further, this Agreement will terminate automatically if for any reason Bisbee ceases to employ a Grade 3 Operator.

5. This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

6. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective parties by the mutual approval of a formal written amendment to this Agreement.

7. Both parties shall defend, hold harmless, and indemnify the other party, its officers, agents, and employees, from all claims, demands, suits, damages or loss (“claims”) that result from the negligence or intentional torts of the party or other party, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify, and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a “non-delegable duty” for which either party may be vicariously liable, as a matter of law, and does not expire.

8. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

9. It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

10. In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

11. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties’ employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the “State and Federal Immigration Laws”). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

