

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF EAGAR
AND
THE TOWN OF SPRINGERVILLE**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) made and entered into this _____ day of _____, 2023, by and between the Town of Eagar, duly organized and existing under the laws of the State of Arizona (hereinafter called “Eagar”) and the Town of Springerville, duly organized and existing under the laws of the State of Arizona (hereinafter called “Springerville”), both being municipal corporations of the State of Arizona. Reference to the Town of Springerville hereinafter shall be “Springerville and reference to the Town of Eagar hereinafter shall be “Eagar”.

TO WIT:

WHEREAS, Eagar has entered into a Sewer Connection Agreement with Valley View Trailer Park (*See Sewer Connection Agreement attached as Exhibit “A”*); and

WHEREAS, Eagar is extending sewer lines from the Valley View Trailer Park to the eastside of the junction at Highway 180 and State Route 260; and

WHEREAS, Springerville has a sewer line located nearby where the sewage can be more economically delivered to Springerville’s sewer treatment plant; and

WHEREAS, Springerville and Eagar are each authorized to enter into this IGA for the joint exercise of powers and agree that it would be in the best interest of its citizens to cooperate and to assist each other by taking sewage from each other in those cases which would be more economical to take the sewage to each other’s sewage treatment plants.

NOW, THEREFORE, the parties hereby stipulate, covenant and agree as follows:

- 1. EFFECTIVE DATE.** This agreement shall be effective on the _____ day of _____, 2023.
- 2. PURPOSE.** The purpose of this agreement is to facilitate the use of sewer lines owned by each Town for the use of the other Town both for the convenience and financial benefit of each Town.
- 3. RECIPROCAL AGREEMENT.** This shall be a reciprocal agreement. All clauses shall apply eventually with regards to Springerville taking Eagar’s sewage and Eagar taking Springerville’s sewage.
- 4. EAGAR WILL RECOUP COSTS.** Eagar and Springerville agree that even after the Eagar sewer line is connected from the Valley View Trailer Park to the Springerville sewer line at

the east side of the junction at Highway 180 and State Route 260, Eagar will continue to invoice Valley View Trailer Park for all sewer charges until Eagar has recouped the actual cost of this sewer connection construction. Once Eagar has recouped all construction costs related to this project, Springerville will be permitted to invoice Valley View Trailer Park for sewer effluent taken on by Springerville.

5. METERED. As provided in the Sewer Services Agreement, once Eagar has recouped its construction costs, the charges for sewer will be determined by the total amount of water used and confirmed by reading those meters that impact the system. Springerville will read the meters once a month on their normal water read schedule.

6. RATE. Once Eagar has recouped its construction costs, charges will be based on the Springerville Fee schedule for commercial and residential properties respectively as adopted by Springerville Town Council. Billing to the Valley View Trailer Park will be in accordance to the attached Sewer Services Agreement.

6. NO UNAUTHORIZED DUMPING. No unauthorized dumping of sewage/septic material will be allowed unless approved by the Town of Springerville, on a per use basis as established in Springerville Resolution #2002-R016(Guidelines for septic waste disposal)(see attachment #1).

7. DURATION. This agreement shall remain in full force and effect from the date of execution until either Town withdraws from the agreement. Either Town can withdraw from this agreement provided they give four (4) years written notice, subject to the other terms of this IGA. This time period is to allow the towns to put in a pump station and make other arrangements necessary to handle the sewage effluent.

8. INDEMNIFICATION. To the extent permitted by Arizona law, Springerville, during the term and any extension thereof, agrees to and does hereby indemnify and hold Eagar harmless from each and every loss, cost, damage and expense arising out of any accident or other occurrence causing injury to person or property within or due to the use or neglect of Springerville, save and excepting such loss, cost, damage and expenses which may be caused by the negligence of Eagar or Eagar's agents or employees; however, this indemnification shall not extend to any liability of Springerville arising out of the use or non-use of Eagar's sewer lines and other appurtenant facilities located within property owned by or easements granted to Eagar.

To the extent that Eagar may be liable for injuries to or death of any person, or damage or loss of any property, Eagar shall take such measures as may be necessary to insure that any such liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or operation of the sewer lines and sewer system or any part thereof, is covered by a general liability policy or the blanket general liability insurance policy required to be maintained by Eagar hereunder. Furthermore, in the event of an insurance claim (pursuant to this clause) on Eagar's general liability policy, or Eagar's blanket general liability policy, all proceeds paid out from said policies to satisfy any claims shall meet or exceed the minimum industry standard for such claims. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds may be paid. This insurance

shall cover any and all liability of Eagar and its officers, employees and agents. To the extent permitted by Arizona law, Eagar shall indemnify Springerville for any loss, damage or expense incurred, paid or suffered by Springerville as a result of any suit or claim of a nature covered by such insurance to the full extent permitted by State law.

To the extent permitted by Arizona law, Eagar, during the term and any extension thereof, agrees to and does hereby indemnify and hold Springerville harmless from each and every loss, cost, damage and expense arising out of any accident or other occurrence causing injury to person or property within or due to the use or neglect of Eagar, save and excepting such loss, cost, damage and expenses which may be caused by the negligence of Springerville or Springerville's agents or employees; however, this shall not extend to any liability of Eagar arising out of the use or non-use of Springerville's sewer lines and other appurtenant facilities located within property owned by or easements granted to Springerville.

To the extent that Springerville may be liable for injuries to or death of any person, or damage or loss of any property, Springerville shall take such measures as may be necessary to insure that any such liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or operation of the sewer lines and sewer system or any part thereof, is covered by a general liability policy or the blanket general liability insurance policy required to be maintained by Springerville hereunder. Furthermore, in the event of an insurance claim (pursuant to this clause) on Springerville's general liability policy, or Springerville's blanket general liability policy, all proceeds paid out from said policies to satisfy any claims shall meet or exceed the minimum industry standard for such claims. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds may be paid. This insurance shall cover any and all liability of Springerville and its officers, employees and agents. To the extent permitted by Arizona law, Springerville shall indemnify Eagar for any loss, damage or expense incurred, paid or suffer by Eagar as a result of any suit or claim of a nature covered by such insurance to the full extent permitted by State law.

9. MAINTENANCE AND INSTALLATION. Each Town is responsible for maintenance of the sewer line up to their town limits. If there are sewer lines to be installed in the other Town, the Towns will, in good faith, negotiate and determine who is best capable of putting the sewer line in and will fully cooperate with each other.

10. PROBLEM SOLVING. If there are any problems with the sewer lines or any communication that is needed on an emergency basis, both Towns agree that the public works director of each town shall be the person to be notified in the event of any problems. Both Towns agree that they will cooperate and use best efforts to assist each other in emergency situations on lines that carry the other Town's sewage.

11. RIGHT TO REVIEW. Each Town has the right to review building plans and comment on those plans related to sewage issues and require pretreatment of sewage similar to what the Town requires in their own Town on any commercial or industrial businesses that generate sewage that will flow into the other Town's sewage facilities.

12. COOPERATION. The Towns agree that they will cooperate and take all reasonable

measures to insure that there is nothing introduced into the sewer system that will harm the other's sewage facilities. The Towns agree they will cooperate to monitor the average daily flow of sewage into each others sewage system and will plan accordingly, so that the capacity of the sewer treatment plants are closely monitored and plans are put into effect on how to deal with the sewage.

13. ENVIRONMENTAL COMPLIANCE. The Towns agree that they will adhere to their own aquifer protection permit as required by the Arizona Department of Environmental Quality and all applicable state laws. Additionally, the Towns agree that any related infrastructure to be installed will adhere to all applicable State requirements including but not limited to permitting, measures to minimize storm water infiltration, and secured protection of the downstream wastewater facility.

14. ATTORNEY'S FEES AND COSTS OF SUIT. The parties stipulate and agree that in the event it becomes necessary for either of them to file suit against the other in a Court of competent jurisdiction for the purpose of enforcing any of the terms of this agreement, then, and in such event, the party prevailing in such litigation or other disputed resolution, shall be entitled to collect all Court costs, arbitration costs, mediation costs, and reasonable attorney's fees incurred therein from the party prevailed against.

15. ASSIGNMENT. Each Town shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this agreement or any interest therein. A consent to one assignment, subletting, or use by any other entity or person shall not be deemed to be a consent to any subsequent assignment, subletting, or use by another entity or person. Consent to any such assignment or subletting shall in no way relieve either party of any liability under this agreement. Any such assignment or subletting without such consent shall be void and shall, at the option of either party, constitute default under the terms of this agreement.

16. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.

18. CONFLICT OF INTEREST. This IGA is subject to the terms of ARS Section 38-511 regarding cancellation for conflicts of interest and applies equally to both parties.

19. NO CROSS EMPLOYMENT. Except as provided in this IGA, employees of one party shall not be deemed employees of the other party, and the employing party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

EXECUTED this ____ day of _____, 2023.

TOWN OF EAGAR

TOWN OF SPRINGERVILLE

By: _____

By: _____

Mayor, Town of Eagar

Mayor, Town of Springerville

Attest:

Attest:

Clerk

Clerk

STATE OF ARIZONA)
)ss
County of Apache)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023,
by STEVE ERHART, Mayor of Eagar.

Notary Public

STATE OF ARIZONA)
)ss
County of Apache)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023,
by SHELLEY REIDHEAD, Mayor of Springerville.

Notary Public

ATTORNEY CERTIFICATION

The undersigned, as attorney for the Town of Eagar, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this ____ day of _____, 2023.

BRETT RIGG, ESQ.
THE RIGG LAW FIRM, P.L.L.C.

ATTORNEY CERTIFICATION

The undersigned, as attorney for the Town of Springerville, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this ____ day of _____, 2023.

Mangum Wall Stoops & Warden, PLLC