

INTERGOVERNMENTAL LEASE AGREEMENT 010714

**BETWEEN
GILA COUNTY
AND
CITY OF SAFFORD**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 201__, by and between Gila County, through the Gila County Recycling and Landfill Management Department, hereinafter referred to as "County" and the City of Safford, hereinafter referred to as "City".

RECITALS

WHEREAS, the County owns a 1995 CAT Model 816F Compactor, SN15Z01460, as a back-up compactor for landfill compaction needs; and

WHEREAS, the County and the City desire to enter into an agreement to establish lease procedures for the City's use of the County's 1995 CAT Model 816F Compactor, SN15Z01460, and define legal relationships and responsibilities; and

AGREED

It is the intent of the County to enter into an Intergovernmental Lease Agreement with the City of Safford pursuant to A.R.S. §11-251 to lease to the City of Safford one (1) 1995 CAT Model 816F Compactor, for use in the City's municipal landfill, located at 2275 N. Safford Landfill Road in Safford, AZ.

NOW, THEREFORE, in consideration of the sum of One Thousand dollars and no cents (\$1,000.00), per each week the compactor is in the possession of the City, the parties agree as follows:

1. County agrees to lease one (1) 1995 CAT Model 816F Compactor, SN15Z01460, to City for One Thousand Dollars and no cents (\$1,000.00) per each week compactor is in the City's possession.
2. City desires to lease one (1) 1995 CAT Model 816F Compactor, SN15Z01460, from the County for a period of up to four (4) months, while the City has their own compactor taken out of service for a necessary rebuild. The City agrees to pay a sum of One Thousand Dollars and no cents (\$1,000.00) per each week the County owned compactor is in the City's possession.
3. City agrees to pick up and load the compactor for transport to and from the Gila County facility.
4. City agrees to deliver the compactor to and from the Safford landfill location, located at 2275 N. Safford Landfill Road in Safford, AZ.

5. City agrees to take proper precaution in its operation, storage and maintenance of the County compactor. Compactor shall be used only for its intended purpose. The City shall permit the compactor to be used only by properly trained, properly licensed, and supervised operators. The City shall be responsible for equipment repairs necessitated by damage, i.e. driving over metal, steel, chain link, broken glass, etc... or negligent operations. The City shall be responsible for scheduled preventive maintenance (P.M.). The City shall perform and document, required written maintenance checks prior to and after use and shall provide routing daily maintenance of compactor (i.e., fluid checks, lubricating, etc.) during the period in which the equipment is in City's possession. The equipment is provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. City shall be solely responsible for inspecting the compactor, prior to use.
6. Indemnification: To the extent permitted by law, the CITY shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the CITY, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. The City shall have no obligation to indemnify the County for the County's negligence.
7. City agrees to return the compactor to County, upon request, with reasonable delivery schedules.
8. Each party shall maintain a budget to comply with its obligations under this agreement.
9. City agrees to procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of this Intergovernmental Lease Agreement by the City, its agents, representatives, or employees. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of not less than B + VI. The City will furnish the County with a Certificate of Insurance, (ACORD form or equivalent) naming Gila County as certificate holder. The following additional language shall be included "**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the City of Safford**". The limits of liability on the Certificate of Insurance shall not be for less than \$1,000,000.
10. Payment shall be due within thirty (30) days of invoice date. Payment shall be made to:

Gila County Recycling and Landfill Management
 745 N. Rose Mofford Way
 Globe, AZ 85501

11. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Safford
 Attn: Interim City Manager, Eric Buckley
 717 W. Main Street
 Safford, Arizona 85548

Gila County
 Attn: Don McDaniel, Jr.
 1400 E. Ash Street
 Globe, Arizona 85501

GENERAL TERMS

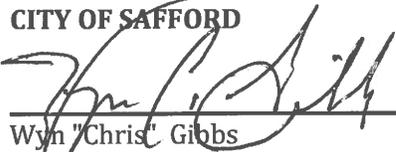
1. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
2. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
3. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

CITY OF SAFFORD



Wyn "Chris" Gibbs
Mayor

ATTEST

Marian Sheppard, Clerk of Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney

APPROVED AS TO FORM



William J. Sims, Interim Attorney for City of Safford