

**CITY OF MESA and GILBERT PUBLIC SCHOOLS
INTERGOVERNMENTAL AGREEMENT
FOR
SOLID WASTE/ RECYCLING COLLECTION**

THIS AGREEMENT, made and entered into this ____ day of March, 2026, by and between the City of Mesa, a municipal corporation of the State of Arizona hereinafter referred to as “the City”, and Gilbert Unified School District No. 41 of Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as “GPS.” The City and GPS are referred to collectively as “the Parties.”

RECITALS

WHEREAS, the City Manager of the City of Mesa is authorized and empowered by the Mayor and City Council and provisions of the City Charter to execute agreements for City services; and

WHEREAS, the City maintains equipment, and trained personnel for collecting solid waste and recyclables and desires to provide solid waste and recycling services for GPS; and

WHEREAS, GPS desires to secure solid waste and recycling collection services from the City; and

WHEREAS, the Parties are authorized to enter into this Agreement by A.R.S. 11-952; and

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties hereto agree as follows.

AGREEMENT

I. General Provisions

1. **Agreement Administrator.** The City’s administrator for this Agreement is the Solid Waste Director, or designee. GPS’s administrator for this Agreement is INSERT ADMINISTRATOR NAME.
2. **Effect.** This Agreement supersedes all previous Agreements between the City and GPS for solid waste and recycling services.
3. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.
4. **Term.** Upon execution by both Parties, this Agreement is effective from the date of execution through August 30, 2035 unless terminated earlier, pursuant to the provisions of this Agreement.

5. **Indemnification.** Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
6. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity liability insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.
7. **Termination.**
 - A. Nonpayment by GPS. Upon 30 days-notice, the City may terminate this Agreement if GPS fails to timely make a monthly payment to the City, and fails to cure by paying all outstanding amounts within the 30-day notice period.
 - B. Mutual Agreement. This Agreement may be terminated by the mutual written consent of both Parties.
 - C. Non-appropriation of Funds. Either party may terminate this Agreement in the event funds are not appropriated for the following year. Each party agrees to give the other written notice 30 days prior to such termination.
 - D. Nonperformance by the City. Repeated failure by the City to provide service at the levels set forth in Appendix A shall be a default of this Agreement. In that event, GPS shall provide written notice to the City, and the City shall immediately commence and thereafter diligently proceed to cure the default. If the City fails to cure the default within 30 days from the date on the face of the notice, GPS may terminate this Agreement.
 - E. Conflict of Interest. Pursuant to the provisions of A.R.S. §38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect becomes an employee of any other Party to the Agreement.
 - F. By Notice. Either Party may terminate this Agreement by giving the other party 180 days written notice. In addition, GPS may

terminate this Agreement by giving the City written notice prior to any change in the pricing as set forth in Section II.

- 8. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.
- 9. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the state of Arizona.
- 10. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.
- 11. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- 12. **Legal Fees, Costs and Expenses.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.
- 13. **Notices.** Any notice required to be given pursuant to the provisions of this Agreement shall be given in writing and shall be deemed received when delivered in person or deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, and properly addressed, at the following addresses:

If to the City:

Sheri Collins
Solid Waste Director
City of Mesa
P.O. Box 1466
Mesa, AZ. 85211-1466

With a copy to:

Heather Gercone
Business & Program Administrator
City of Mesa
P.O. Box 1466
Mesa, AZ 85211-1466

If to GPS:

INSERT NAME
Gilbert Public Schools

140 S. Gilbert Road
Gilbert, AZ 85296

With a copy to:

Superintendent
Gilbert Public Schools
140 S. Gilbert Road
Gilbert, AZ 85296

16. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties.
17. **Operations Compliance.** Each Party to this Agreement represents and warrants that it complies with all Federal immigration laws and regulations that relate to its employees (if any), and verifies the employment eligibility of same through the “E-verify” program, and acknowledges that a breach of this warranty is a material breach of this Agreement and that the other Party retains the right to inspect the papers of any employee working under this Agreement to ensure compliance therewith.
18. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, extreme weather, strikes, and lockouts, communication line failures, or power failures. The provisions of this Section shall not excuse the timely payment of funds when due.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
20. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
21. **Authority.** The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read and understood this Agreement, and do agree to be bound by it.

II. Scope of Work

1. **Service Location.** The locations to be serviced under this Agreement include the GPS facilities identified on Appendix A (the “Collection Site”).
2. **Level of Service.** The City shall collect solid waste and recyclable materials as set forth and identified by day of collection, number, and size of bin or container in Appendix A for each Collection Site (the “Service”). Changes to the level of Service agreed to by both parties in Appendix A can be made in writing to address the disposal needs of each individual Collection Site by the City of Mesa designee. All service is provided subject to the limitations of, and GPS compliance with, the City’s Terms and Conditions for the Sale of Utilities
3. **Pricing.** Rates, fees and charges for Services provided under this Agreement will be those in the applicable Schedule approved and adopted and made effective from time to time by ordinance by City Council (the “Rate

Schedules”). The Rate Schedule applicable as of the Effective Date is identified on Appendix A. The City will provide at least thirty days-notice to GPS of any revised Rate Schedule applicable to Services provided under Part II Section 2 of this Agreement, which will be effective on the date set forth in the City ordinance approving and adopting such revised Rate Schedule. In the event of such a change, GPS shall have until the effective date of such revised Rate Schedule to provide the City with notice of its intent to exercise the option to terminate this Agreement, which termination shall become effective at the end of the then current billing cycle.

4. **Compensation.** GPS shall compensate the City for Services performed under this Agreement in accordance with the Pricing set forth above.

IN WITNESS WHEREOF, the Parties have subscribed their names this ____ day of _____ 2021.

CITY OF MESA

ATTEST:

By: _____
NAME, City Manager

By: _____
NAME, City Clerk

APPROVED AS TO FORM; this Agreement is in proper form and is within the powers and authority granted to the City by the laws of this state.

Mesa City Attorney's Office

GILBERT PUBLIC SCHOOLS

By: _____
Bonnie Betz
Assistant Superintendent of
Business Services

APPROVED AS TO FORM; this Agreement is in proper form and is within the powers and authority granted to GPS by the laws of this state.

Carrie O'Brien
Gust Rosenfeld PLC