INTERGOVERNMENTAL AGREEMENT

Between

The CITY OF TUCSON

And

The ARIZONA BOARD OF REGENTS

On behalf of the University of Arizona’s

Compost Cats

This Intergovernmental Agreement (IGA) is made pursuant to Arizona Revised Statutes § 11-951, et. seq. and entered into by and between the City of Tucson (City) and the Arizona Board of Regents on behalf of the University of Arizona (UA), each a “Party” or collectively the “parties”, and is effective on the date of the last signature.

1. Project Overview:

The Environmental Services Department (ESD) is a department within the City that is responsible for the operation of the Los Reales Landfill (Los Reales) and the collection of trash and recyclable materials from residential and commercial sources located within the corporate limits of the City. ESD is seeking to divert compostable material from Los Reales. ESD is also seeking ways to offer commercial customers opportunities to reduce their waste collection expenses through composting efforts. Finally, ESD is seeking additional ways, beyond traditional curbside recycling, to decrease the City’s carbon footprint.

The Associated Students of the University of Arizona Compost Cats (Compost Cats) is a student-run program of the UA that diverts food, paper, and landscaping waste from the University of Arizona (UA) campus and southern Arizona businesses out of landfills and converts it into valuable soil amendments, reduces the carbon footprint of the university and local businesses, and saves money by reducing landfill fees. Compost Cats are seeking to increase their production of compost by creating a partnership with ESD to provide Zoo Doo, pre and post consumption food waste, and green waste from nonresidential sources. Compost Cats are also seeking to consolidate food waste collections at a central Tucson location, thereby reducing the number of trips taken to the composting facility at San Xavier Co-op Farm.

Therefore, the Parties agree as follows:

II. Terms:

A. Duration

This IGA shall remain in force until terminated by its terms.

B. Termination

This IGA may be terminated by either party without cause upon 30 days written notice.

C. Finances

No fees will be charged and the Parties will bear their own costs.

D. ESD’s Obligations

1. ESD will deliver pre and post consumption food waste, green waste and Zoo Doo (collectively known as “material”) to the Compost Cats San Xavier Co-op Farm location at 8100 S. Oidak Wog between South Mission Road and Interstate 19.
2. ESD will limit the delivery of material to less than 50 tons per week for the first six (6) months of the Project.
3. ESD will deliver material only on days and times specified by the Compost Cats.
4. ESD will, to the best of its ability, deliver only material that is free from plastics, metal, cactus plants and palm tree trunks or any other trash that is not compostable or would provide maintenance problems for conventional shredders.
5. ESD will provide to the Compost Cats a roll off or other large-scale receptacle that can be dumped into by a stake truck, with the receptacle to be located at or adjacent to the Reid Park Zoo or another central City of Tucson property. This receptacle will be comparable to those used by ESD to collect compostable materials at the zoo or other commercial properties.
6. ESD will transport the receptacle provided to ASUA Compost Cats to San Xavier Co-op Farm on a regular, at least weekly, basis, with deliveries to be coordinated with other ESD deliveries to San Xavier.
7. Once delivered to the Compost Cats, ESD will not be responsible for future disposal of any materials or other items deemed unacceptable for composting.
8. Once delivered to the Compost Cats’ site at San Xavier Co-op Farm, ESD assumes no liability for any material or other items which may or may not be composted.

E. Compost Cats Obligations

1. The Compost Cats will provide a mechanism to accurately weigh (+- 20lbs) material delivered by ESD and report those weights as tons to ESD on a weekly basis.
2. The Compost Cats will use the central receptacle provided by ESD to consolidate daily pick ups of food waste and increase operational efficiency through reduced trips to San Xavier Co-op Farm.
3. The Compost Cats will operate and maintain their facility in accordance with the law, their agreements, applicable permits, and authorizations.
4. Upon acceptance of the material delivered by ESD, the Compost Cats will be solely responsible for the management, material distribution and the disposal of any residual material.
5. The Compost Cats will accept green waste delivered by ESD unshredded and as is.

F. Progress Meetings

The parties agree to meet no less than quarterly to discuss the progress of the project or any issues that arise. At a minimum the parties will discuss:
1. Quantity and quality of ESD tons delivered to the Compost Cats
2. Program cost incurred by the parties
3. Additional costs to either party, including but not limited to tip fees and additional hauling fees.

G. Sale of Compost

The Compost Cats agree to make available for sale back to the City no more than 10% of the compost resulting from the material delivered to the Compost Cats by ESD. The sale price of the compost to the City will be at 50% of the retail value charged by the Compost Cats to the general public. Any additional compost will be sold to the City at retail value. The City and ASUA Compost Cats agree to keep data regarding incoming weights and product weights to determine the amount of material will be sold to the City at the reduced rate.
H. Notice

For purposes of this agreement, Notice shall be given as follows:

If intended for the City: With a copy to:
City of Tucson
City Hall Tower
255 West Alameda
P.O. Box 27210
Tucson, AZ  85726-7210
Attention:  Director of Environmental Services
Facsimile:  520-791-3159
City of Tucson
City Hall Tower
255 West Alameda
P.O. Box 27210
Tucson, AZ  85726-7210
Attention:  City Attorney
Facsimile:  520-623-9803

If intended for the University: With a copy to:
University of Arizona
1125 N. Vine, Room 103
Tucson, Arizona 85721
Attention: Director Real Estate Administration
Facsimile:  520-621-3056
University of Arizona
Office of the General Counsel
Administration Building, Room 103
PO Box 21006
Tucson, Arizona, 86721-0066
Attention: General Counsel
Facsimile:  520-621-9001

I. State Required Clauses

1. Compliance - The parties are required to comply with applicable state and federal rules governing equal employment opportunity, nondiscrimination, and immigration.

2. Arbitration - The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars ($50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the “Act”), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

3. State Obligation - The parties recognize that the performance by the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The University agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

4. Conflict of Interest - This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this
Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of the other party or a consultant to the other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

ARIZONA BOARD OF REGENTS, a body Corporate, for and on behalf of The University Of Arizona

By: ________________________________ Date

Name: ________________________________

CITY OF TUCSON, a municipal corporation

By: ________________________________ Date

Its: Mayor

ATTEST:

________________________________________

City Clerk Date

ATTORNEY DETERMINATION

The foregoing Intergovernmental Agreement between the City of Tucson and the Arizona Board of Regents has been reviewed pursuant to A.R.S Sec. 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

________________________________________

City Attorney Date

________________________________________

University Attorney Date
## Monthly Losses

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>0 (balances with extra farm and sale labor)</td>
</tr>
<tr>
<td>Fuel</td>
<td>$291.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$291.00</strong></td>
</tr>
</tbody>
</table>

### Lost Revenue

Current estimate is that the City would/will bring 50 tons of waste per week, which equals 400,000 lbs

<table>
<thead>
<tr>
<th>Lost Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Low Estimate (71 yards, 5% bagged, $5/bag)</strong></td>
<td></td>
</tr>
<tr>
<td>Bulk sale income</td>
<td>$2,380</td>
</tr>
<tr>
<td>Bagged Income</td>
<td>$405</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,785</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Monthly Loss</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Monthly Loss</strong></td>
<td><strong>$3,076.00</strong></td>
</tr>
</tbody>
</table>
Current estimate is that the City would/will bring 50 tons of waste per week, which equals 400,000 lbs per month, and would yield between 71-95 cubic yards of compost per month.

<table>
<thead>
<tr>
<th>High Estimate (95 yards, 10% bagged, $8/bag)</th>
<th>$2,993</th>
<th>$2,048</th>
<th>$5,041</th>
<th>$5,332.00</th>
</tr>
</thead>
</table>
Current estimate is that the City would/will bring 50 tons of waste per week, which equals 400,000 lbs per month, and would yield between 71-95 cubic yards of compost.