INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MAMMOTH
AND
PINAL COUNTY
FOR
RADIO COMMUNICATIONS SYSTEMS

This **INTERGOVERNMENTAL AGREEMENT** ("**IGA**") is dated this 15 day of December, 2022 ("Effective Date"), and made by and between the **TOWN OF MAMMOTH**, a municipal corporation of the State of Arizona ("Landlord"), and **PINAL COUNTY**, a political subdivision of the State of Arizona ("**Tenant**"). Landlord and Tenant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Landlord is the owner of certain real property legally described and depicted in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Property**").

B. Tenant desires to use a portion of the Property to locate infrastructure for a County-owned 5G network to enhance wireless internet connectivity for citizens and businesses throughout Pinal County, particularly in unserved and underserved areas (the "**Objectives**"), and Landlord desires to aid in the Objectives and grant to Tenant the right to use a portion of the Property in accordance with this IGA.

C. Landlord is authorized to enter into this IGA pursuant to Arizona Revised Statutes ("**A.R.S.**") § 9-241 and Tenant is authorized to enter into this IGA pursuant to A.R.S. § 11-201.

NOW THEREFORE, in consideration of these premises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

AGREEMENT

1. PURPOSE OF THE IGA

Tenant shall use a certain portion of the Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing radio communications systems including, without limitation, enclosures, towers, antennas, cables and other associated equipment.

2. USE OF PREMISES

The Parties shall cooperate in locating and mutually agreeing upon a suitable portion of the Property to be used pursuant to this IGA, taking into consideration such things as the best interests of Landlord, the safety and security of persons and property, and the suitability for meeting the Objectives (the "**Premises**"). The Parties agree to supplement this IGA after its execution with any necessary addenda to refine the exact location of the Premises on the Property.

3. PERMITTED USES

a. *Construction of Facility.* Tenant may use the Premises for the transmission and reception of communications signals and the installation of, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, support structures, equipment cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"). Tenant has the right to install and operate transmission cables from any equipment cabinet to the antennas, electric lines from the main feed to the equipment cabinet and communication lines from the main entry point to the equipment shelter or cabinet. ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises and ensure safety. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property.

b. *Right of Co-Location.* Landlord shall have the right to request to co-locate its own communications equipment on Tenant's tower contingent upon Tenant's approval of space availability, structural analysis and RF interference study with all associated costs to be paid by Landlord. Tenant's approval shall not be unreasonably withheld. Landlord shall retain ownership of all equipment installed by Landlord on Tenant's tower. If Landlord co-locates its equipment on any tower, Tenant shall provide Landlord with suitable access. Co-location by any third party must be mutually agreed-upon by both Tenant and Landlord.

4. TERM

The initial term of this IGA shall be for a period of ten (10) years commencing on the Effective Date, unless terminated earlier as provided in this IGA, and shall automatically renew for successive ten (10) year periods thereafter until either Party notifies the other Party of its intent not to renew this IGA at least ninety (90) days prior to the end of the initial or a renewed term.

5. RENT

Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay to Landlord an annual rental payment of $1.00 dollar ("Rent"), to be sent to Landlord's address on or before the same day of each successive year for the duration of this IGA.

6. APPROVALS

a. *Government Approvals.* Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's permitted uses and

Tenant's ability to obtain and maintain all government licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's permitted uses under this IGA and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of any necessary utilities.

b. *Testing*. Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

7. TENANT'S GENERAL RESPONSIBILITIES

During the term of this IGA, Tenant shall perform the following general responsibilities, at Tenant's sole cost and expense:

a. *Insurance*. Maintain adequate insurance and pay the premiums on all fire and casualty insurance and liability insurance policies on the Premises and Communication Facility.

b. *Maintenance*. Keep and maintain the Premises and Communication Facility in good condition.

c. *Repair*. At Tenant's sole expense, repair any damage of the Premises or Communication Facility caused by any acts, omissions or negligence of Tenant, its agents, customers, employees or invitees, or caused by any breach by Tenant of the terms of this IGA.

d. Pay the annual rent in the amount of $1.00 dollar to Landlord.

8. LANDLORD'S GENERAL RESPONSIBILITIES

a. Provide building and tower space, and associated power to Tenant for Tenant's radio communications equipment. The electricity supplied by Landlord shall be at Landlord's sole cost, which is expected by the Parties to be a minimal expense.

b. Contact Tenant for approval and access onto the Premises. For security reasons, Tenant will retain all access onto the Premises.

c. Access. Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) days per week access to and over the Property for the installation, maintenance and operation of the Communication Facility. Tenant shall comply with all reasonable requirements of Landlord regarding access, including notice requirements and need for escort.

9. REMOVAL / RESTORATION

All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the term of this IGA. Landlord agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the term of this IGA. Within one hundred eighty (180) days after termination of this IGA, Tenant will remove all of Tenant's improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the IGA.

10. TERMINATION

a. *By Landlord*. Landlord may terminate this IGA upon one hundred twenty (120) days written notice to Tenant.

b. *By Tenant*. Tenant may terminate this IGA upon one hundred twenty (120) days written notice to Landlord.

c. *By Agreement*. The Parties may terminate this IGA at any time upon written agreement.

11. INTERFERENCE

a. *Tenant's Warranty of Non-Interference*. Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant with a list of all existing radio frequency users(s) on the Property, to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

b. *Landlord's Obligation Regarding Third Parties*. Landlord will not grant, after the date of this IGA, a lease, license, or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of the Tenant or the rights of the Tenant

under this IGA. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

12. INDEMNIFICATION

a. To the extent permitted by applicable laws, each party shall indemnify and defend the other from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that the indemnified party may incur, asserted by third parties against the indemnified party by reason of the indemnifying party's negligence, willful misconduct or breach of the terms of this IGA, including acts or omissions by the indemnifying party's agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of the indemnified party or by the indemnified party's agents, contractors, or subcontractors.

b. *Waiver of Consequential Damages*. Notwithstanding anything to the contrary in this IGA, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

13. NOTICES

All notices and other communication required or permitted under this IGA shall be in writing and shall be, as determined by the person giving such notice, either (a) mailed by certified United States Mail, return receipt requested, or (b) sent by way of recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, and be sent to the following addresses:

LANDLORD:	Town of Mammoth P.O. Box 130 Mammoth, Arizona 85610	**TENANT**:	Pinal County Board of Supervisors P.O. Box 1348 Florence, Arizona 85132

14. GENERAL PROVISIONS

a. *Binding Effect*. The covenants and conditions herein contained shall inure to the benefit of and bind to the successors and permitted assigned of the Parties hereto.

b. *Entire Agreement*. This written IGA and the exhibits and any addenda attached hereto, all being a part hereof, contain the entire agreement between the Parties concerning its subject matter. This IGA shall not be modified or amended in any manner except by written agreement signed by the Parties.

c. *Applicable Law*. This IGA is entered into in the State of Arizona and governed by and construed in accordance with the laws of the State of Arizona.

d. *Hazardous Materials*. Neither Party shall store, use or dispose of any hazardous materials in, on or about the Property. The breaching party shall be solely responsible for and will defend, indemnify and hold the other Party, its officers, agents, board members, and employees harmless from and against all claims, costs and liabilities including reasonable attorney's fees, court costs and other expenses of litigation (i) arising out of or in connection with a breach of its obligations contained in this Section 14(d), or (ii) arising in connection with the removal, clean-up and restoration work and materials necessary to return the Property to the condition existing prior to the appearance of the breaching Party's hazardous materials on the Property. The breaching Party's obligation under this Section 14(d) will survive the expiration or other termination of this IGA.

e. *Conflict of Interest*. The Parties acknowledge that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.

f. *Disputes*. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this IGA by arbitration with each side to bear its own costs.

g. *Nondiscrimination*. The Parties shall comply with Executive Order 2009-09, "Prohibition of Discrimination in State Contracts Nondiscrimination in Employment by Government Contractors and Subcontractors", and all other applicable State and Federal employment laws, rules, and regulations mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information.

h. *E-Verify/Immigration*. The Parties hereby warrant and represent to each other that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal and State immigration laws and regulations.

i. *Severability*. If any one or more provisions of this IGA are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in this IGA.

j. *Execution*. This IGA may be executed in counterparts, which together constitute the original.

k. *Certification of Authority*. Each of the signatories to this IGA certifies possessing the proper authority to sign this IGA on behalf of that signatory's respective Party.

IN WITNESS WHEREOF, this IGA is entered into effective as of the date first above written.

"Landlord"

TOWN OF MAMMOTH, a municipal corporation of the State of Arizona

By: Patty Armenta *Date:* 12/15/22
Mayor

ATTEST:

Kennedy Clay
Town Clerk

APPROVED AS TO FORM:

Stephen R. Cleveland
Town Attorney

"Tenant"

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____ *Date:* _____
Jeffrey McClure, Board of Supervisors Chairman

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Aaron J. Torrey
Deputy County Attorney

EXHIBIT "A"

Pinal County Assessor Parcel Viewer · *Assessor Douglas J. Wolf*



inal County Assessor's Office
O Box 709
I N Pinal St
orence, AZ 85132

Disclaimer: Pinal County does not guarantee that any information contained within this dataset or map is accurate, complete, or current. This data is for informational use only and does not constitute a leg document for the description of these properties. The Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data. The boundaries depicted within th

PINAL COUNTY

ASSESSOR

PARCEL SEARCH

NEW SEARCH

PARCEL DETAILS

Comparable properties

Tax Information

Parcel Map Viewer

Tax Year Chart

Property Address Location

Share this parcel

Print Details

PROPERTY INFORMATION

PARCEL NUMBER
306-16-0510

S/T/R
19/08S/17E

PROPERTY DESCRIPTION
MAMMOTH: LOTS 14 15 16 & 17 IN BLK 5 (37000 SQ FT)

SUBDIVISION
MAMMOTH

UNIT
N/A

BLOCK
5

LOT
14

PHASE
N/A

CABINET
0002

SLIDE
0001

OWNER INFORMATION

PRIMARY OWNER
TOWN OF MAMMOTH

NAME 2
N/A

IN C/O
N/A

TAX BILL MAILING ADDRESS
PO BOX 130 MAMMOTH, AZ 85618

PROPERTY ADDRESS(LOCATION)
125 N CLARK ST MAMMOTH, AZ 85618

DATE OF RECORDING
03/11/2021

SALE AMOUNT
Not Given

DOCUMENT(S)

VALUATION INFORMATION

Previous year valuations are subject to change as prescribed in the Arizona Revised Statutes. All changes in value may not be reflected in this data. For updated/correct figures, please refer to the Treasurer's Office website.

Tax Year: 2025

TAX AREA CODE:
0801

USE CODE:
9720

PARCEL SIZE
0.85

SIZE INDICATOR
Acres

FULL CASH VALUE
$369,194.00

LIMITED VALUE(LVP)
$257,485.00

ASSESSED FCV
$0.00

ASSESSED LPV
$0.00

LAND LEGAL CLASS
02RL-Vacant Land / Non-Profit Imp

IMPR. LEGAL CLASS
Not Given

IMPROVEMENTS

IMP	ITEM	CONST YEAR	GRND FLR PERIM	STORIES	TOTAL SQ. FT.
1	Government Building	1961	224	2	6144

ATTACHED PERSONAL PROPERTY
No Personal Property Listed

EXEMPTIONS

WIDOW
No

WIDOWER

No

DISABLED
No

SENIOR FREEZE
No

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