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This Negotiated Settlement Agreement is made and entered between Pima County, Arizona, a body politic, ("Pima County") and Quick N Clean XXIX, LLC ("Quick N Clean") pursuant to A.R.S. § 49-391(C).

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1 Agreement with Quick N Clean with regard to the local enforcement of
2 wastewater pretreatment requirements.

- 3 6. The parties acknowledge that final approval of this Agreement is subject to a
4 mandatory 30 day public notice and comment period under A.R.S. § 49-391(C).
5

6 II. FINDINGS

- 7 7. Quick N Clean operates a car wash business located at 6042 E. Speedway Blvd. in
8 Tucson, Arizona that discharges industrial wastewater into Pima County's
9 wastewater treatment system under the authority of Permit 10561.

- 10 8. Permit 10561 requires Quick N Clean to submit periodic self-monitoring reports to
11 the Pima County Regional Wastewater Reclamation Department (the
12 "Department")

- 13 9. The Permit also requires Quick N Clean to submit a report to the Department on or
14 before October 28, 2020 on the self-monitoring results of its industrial discharges
15 for the period of April 1, 2020 to September 30, 2020.

- 16 10. Industrial Wastewater Ordinance § 13.36.130(G)(1) requires industrial users to
17 comply with all conditions of the discharge permit. Noncompliance is a violation
18 of the ordinance and grounds for enforcement action.

- 19 11. Industrial Wastewater Ordinance § 13.36.040(VV)(f) provides that an Industrial
20 User is in Significant Noncompliance for "[f]ailure to provide, within 45 days
21 after due date, required reports such as baseline monitoring reports, 90-day
22 compliance reports, periodic self-monitoring reports, and reports on compliance
23 with Compliance Schedules."

- 24 12. Quick N Clean failed to provide a self-monitoring report for the period of April 1,
25 2020 to September 30, 2020 within 45 days of October 28, 2020.
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- 1 13. On November 30, 2020, the Permit and Regulatory Compliance Officer for the
2 Department emailed the authorized representative and other representatives for
3 Quick N Clean and requested the self-monitoring reports that were due on October
4 28, 2020. The representatives of Quick N Clean did not respond to the Permit and
5 Regulatory Compliance Officer.
- 6 14. On December 9, 2020, the Permit and Regulatory Compliance Officer emailed the
7 authorized representative and other representatives of Quick N Clean again and
8 requested a response. The representatives of the Quick N Clean did not respond to
9 the Permit and Regulatory Compliance Officer.
- 10 15. On January 13, 2021, the Permit and Regulatory Compliance Officer called the
11 authorized representative of Quick N Clean and left a voicemail requesting the
12 self-monitoring reports.
- 13 16. By February 8, 2021 Quick N Clean had not responded to the Permit and
14 Regulatory Compliance Officer. The Department issued Notice of Violation No.
15 2021-R-001 to Quick N Clean for failing to submit the Self-Monitoring Report for
16 the period April 1, 2020 to September 30, 2020 that was due on October 28, 2020.
- 17 17. Industrial Wastewater Ordinance § 13.36.170(B)(1) requires industrial users to
18 respond to a notice of violation in writing no later than 10 days from receipt of the
19 notice.
- 20 18. Industrial Wastewater Ordinance § 13.36.170(B)(2) requires that, if the notice of
21 violation requires the industrial user to show cause, the industrial user's response
22 must demonstrate why the director should not ask the Pima County Attorney to
23 file an action in superior court requesting injunctive relief and penalties.
- 24 19. Notice of Violation No. 2021-R-001 required the Defendants to show cause.
- 25 20. The Defendants received the Notice of Violation on February 12, 2021.
- 26

1 21. Quick N Clean did not respond to the Notice of Violation.

2 22. On April 21, 2021, Quick N Clean provided the self-monitoring report for the
3 period of April 1, 2020 to September 30, 2020.

4 23. Quick N Clean's failure to provide a self-monitoring report for the period of April
5 1, 2020 to September 30, 2020 within the time limits required by the Permit is a
6 violation of the Industrial Wastewater Ordinance and, consistent with the federal
7 Clean Water Act, subjects Quick N Clean to civil penalties.

8 24. Quick N Clean's failure to respond to Notice of Violation No. 2021-R-001 is a
9 violation of the Industrial Wastewater Ordinance and, consistent with the federal
10 Clean Water Act, subjects Quick N Clean to civil penalties.

11
12 III. TERMS AND CONDITIONS

13 25. Settlement. Pima County and Quick N Clean have entered into this Agreement in
14 order to resolve all identified disputes between them according to the following
15 terms and conditions:

- 16 a. Quick N Clean agrees to pay within 30 days from execution of this
17 agreement a penalty of \$500 for failing to provide a quarterly self-
18 monitoring report in the time required by the Permit. In the event that
19 payment in full is not made within 30 days of the date of this Agreement,
20 Quick N Clean agrees to pay interest on any outstanding portion at a simple
21 interest rate of 10 percent per annum. In the event that payment is not made
22 within 60 days from the date of this Agreement, this Agreement becomes
23 voidable at the discretion of Pima County, and the County may file a
24 complaint in Superior Court and seek all available civil penalties against
25 Quick N Clean.
26

1 The payment of the penalty represents the full settlement of penalties imposed by
2 Pima County under P.C.C., Title 13, Chapter 13.36 for the violations alleged in the
3 Notification of Violation and for the failure to respond to the Notice of Violation.

4 26. Failure of Compliance. The parties agree that it is the responsibility of Quick N
5 Clean to achieve and maintain compliance with all applicable Federal, State and
6 local laws, regulations and permits. Compliance with this Agreement shall not be a
7 defense to any enforcement actions commenced pursuant to said laws, regulations,
8 or permits and based on Quick N Clean activities or omissions occurring after the
9 date of this agreement.

10 27. Entire Agreement. This Agreement contains the entire agreement between Pima
11 County and Quick N Clean, and the terms, conditions, and provisions of this
12 Agreement are contractual and not a mere recital.

13 28. Attorneys' Fees. In the event that either Pima County or Quick N Clean finds it
14 necessary to employ legal counsel to bring an action at law or other proceeding
15 against the other party to enforce any of the terms, conditions, or provisions of this
16 Agreement, the party prevailing in such action shall be paid all reasonable
17 attorneys' fees by the other party, and in the event that any judgment is secured by
18 the prevailing party in such action or proceeding, all reasonable attorneys' fees
19 shall be included in said judgment. The amount of reasonable attorneys' fees shall
20 be determined by the court and not by a jury.

21 29. Authority. The persons executing this Agreement expressly represent and warrant
22 that they are authorized to execute the same. Further, Pima County and Quick N
23 Clean expressly acknowledge that they have been given the opportunity to be
24 represented by their respective attorneys in the negotiation of this Agreement. The
25 terms, conditions and provisions of this Agreement shall be construed only
26

1 according to their fair import.

2 30. Form of Notice. Unless otherwise provided for in this Agreement, any notice or
3 communication between the parties shall be deemed submitted on the date they are
4 postmarked and sent by certified mail, return receipt requested, and shall be
5 addressed as follows:

6 To Pima County:
7 Jason Grodman
8 Wastewater Reclamation Department
9 Industrial Wastewater Control
10 2955 West Calle Agua Nueva
Tucson, AZ 85745

To Quick N Clean:
Jeremy Clark
Quick N Clean XXIX, LLC
7291 E. Adobe Dr #115
Scottsdale, AZ 85255

11 31. Non-Waiver Provisions. This Agreement in no way relieves Quick N Clean of its
12 responsibility to comply with all applicable Federal, State, local laws, or permits
13 conditions in operating its facility in Pima County.

14 32. Severability. The provisions of this Agreement shall be severable, and should any
15 provision be declared by a court of competent jurisdiction to be inconsistent with
16 Federal or State law, and therefore unenforceable, the remaining provisions of this
17 Agreement shall remain in full force and effect.

18 33. Good Faith. The parties agree that each of them shall take such further action and
19 execute such further documents, if any, which may be necessary or appropriate to
20 implement this Agreement according to all of its terms and conditions.

21 34. Limitations. It is the intent of the parties that this Agreement shall not be used in
22 any judicial proceedings or in any other manner against Quick N Clean.

23 35. Binding Effect. The provisions of this Agreement shall be binding upon the
24 parties, their officers, directors, agents, servants, employees, successors, assigns
25 and all persons, firms, and corporations in active concert with them.
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36. Governing Law. The terms and conditions of this Agreement shall be governed by the law of the State of Arizona.

37. Date of Public Notice. Public notice of the thirty (30) day comment period shall be given at a Pima County Board of Supervisors' Meeting.

PIMA COUNTY

ATTEST:

By _____
Chair, Board of Supervisors

By _____
Julie Castañeda
Clerk of the Board of Supervisors

Date _____

Date _____

APPROVED AS TO FORM:

By _____
Michael LeBlanc
Deputy Pima County Attorney

Quick N Clean XXIX, LLC

By _____ Date 4/26/2021

STATE OF ARIZONA }
COUNTY OF PIMA } ss

The foregoing signature was acknowledged before me this 26th day of April, 2021, by Richard Korte, a President with authority to enter into this contract on behalf of Quick N Clean XXIX, LLC, a limited liability company.

Michelle Susan Pace

My Commission Expires: 11/23/2022 Notary Public

