

RESOLUTION NO. 16-06

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE PICKUP PROGRAM PARTICIPATION WITH PINAL COUNTY.

WHEREAS, the city will conduct a household hazardous waste event including but not limited to procurement of all vendors, advertising, program management and volunteers; and

WHEREAS, the city will open the event to residents of Pinal County living within the boundaries set for in Attachment A; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities for joint or cooperative activities; and

WHEREAS, the Parties have crafted the attached written agreement in the form of an intergovernmental agreement which formalizes the arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE mayor AND city council OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor and city council approve the form of the intergovernmental agreement for household hazardous waste pickup program participation with Pinal County set forth in Attachment A; and the mayor is hereby authorized to sign the agreement on behalf of the city.
- 2) The city manager and/or his designee is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution and to fulfill all the duties required under the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 20__.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 20__.

JOHN S. INSALACO
Mayor

ATTEST:

KATHLEEN CONNELLY
City Clerk

APPROVED AS TO FORM:

RICHARD J. STERN
City Attorney

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF APACHE JUNCTION AND PINAL COUNTY FOR
HOUSEHOLD HAZARDOUS WASTE PICKUP PROGRAM PARTICIPATION

THIS AGREEMENT is entered into this ____ day of _____ 2016, by and between Pinal County, a political subdivision of the state of Arizona, ("County"), and the City of Apache Junction, an Arizona municipal corporation, ("City"), both of whom collectively shall be referred to as the "Parties" or individually as a "Party".

RECITALS

A. The City conducts a hazardous waste pick-up event to allow and encourage the safe disposal of household hazardous waste by city residents.

B. Pinal County wishes to have the event open to county residents.

C. The City is authorized to conduct the hazardous waste pick-up event pursuant to A.R.S. §§ 9-240 (B) (3), (4), (21) and (22), 9-276 (A) (7), (9), (16) and (19).

D. The County is authorized to provide for waste services to county residents pursuant to A.R.S. § 49-741.

E. The City and County are authorized to enter into intergovernmental agreements for purposes contemplated herein pursuant to A.R.S. § 11-952 *et seq.*

AGREEMENT

NOW, THEREFORE, the City and the County agree as follows:

1. The City will conduct a household hazardous waste collection event (hereinafter "Event") within the City of Apache Junction on February 20, 2016, from 8:00 a.m. to 12:00 p.m., including but not limited to procurement of all vendors, advertising, program management and volunteers.

2. The City budgeted \$23,000 for the cost of the Event serving City residents.

3. The City will make the Event open to residents of Pinal County living within the boundaries set forth in Exhibit A attached hereto. City staff shall verify county residency in its sole discretion.

4. The County shall reimburse the City for costs attributable to County resident participation in a maximum amount of \$10,000. City shall forward to County within thirty (30) calendar days an invoice for repayment with reasonable documentation of county resident participation. County shall pay City the associated costs within thirty (30) calendar days from receipt of the invoice. Should there be a dispute as to the amount due, the Parties shall retain an independent third party within five (5) days from the first date there is a disagreement as to the amount to review the bills for an opinion on the appropriate amount. The Parties shall pay the independent third party his or her fees split 50/50 between the Parties within ten (10) calendar days after the opinion is sent to the Parties.

5. The County shall have no other responsibility relating to the Event.

6. To the extent that liability insurance is not covered for negligent acts, each Party agrees to defend and indemnify each other from whatever available funding sources.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

THE CITY OF APACHE JUNCTION,
an Arizona municipal corporation

PINAL COUNTY, a political subdivision
of the State of Arizona,

By: _____
John S. Insalaco
Mayor

By: _____
Todd House, Chairman
Board of Supervisors

ATTEST:

ATTEST:

Kathleen Connelly
City Clerk

Sheri Cluff
Pinal County Clerk of the Board

APPROVAL AS TO FORM

Pursuant to A.R.S. § 11-952 (D), the undersigned attorneys have reviewed the Intergovernmental Agreement between Pinal County and the City of Apache Junction and have determined that it is in proper form and within the powers and authority granted to the Parties under the laws of Arizona.

R. Joel Stern
Apache Junction City Attorney

Lando Voyles
Pinal County Attorney