

RESOLUTION NO. 2024-06

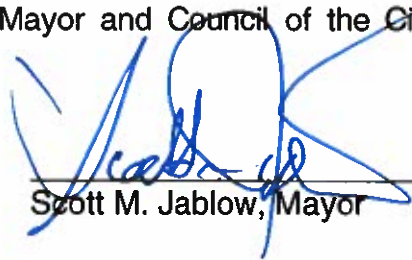
**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
YAVAPAI COUNTY FOR COLLABORATION IN HOUSEHOLD HAZARDOUS WASTE
COLLECTION EVENTS.**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, that:

Section 1. The City of Sedona, through its Mayor and City Council, hereby authorizes and approves the Intergovernmental Agreement with Yavapai County for the Household Hazardous Waste Collection Events ("IGA").

Section 2. The Mayor is hereby authorized and directed to execute the IGA with approval of the City Attorney and any and all documents necessary to effectuate said IGA, and the recording by law.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona,
Arizona, on April 9th, 2024.



Scott M. Jablow, Mayor

ATTEST:



JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR USE OF HOUSEHOLD HAZARDOUS WASTE FACILITY BETWEEN THE
CITY OF SEDONA AND YAVAPAI COUNTY**

THIS AGREEMENT ("Agreement") is entered into this 1st day of April, 2024 between the CITY OF SEDONA, an Arizona municipal corporation (hereinafter "Sedona"), and Yavapai County, an Arizona municipal corporation (hereinafter "Yavapai County"). Sedona and Yavapai County are referred to collectively in this Agreement as the "Parties" and each individually as a "Party".

RECITALS

- 1.** The Parties are authorized by Arizona Revised Statutes Title 49, Chapter 4 and by Arizona Revised Statutes Section §9-500.07 to provide solid waste services and recycling services; and
- 2.** The Parties are authorized by A.R.S. §11-952 to enter into intergovernmental agreements to carry out municipal services; and
- 3.** Yavapai County has requested Sedona to permit Yavapai County to participate in Sedona's Household Hazardous Waste (HHW) collection event and to use an approved facility ("Facility") for this purpose; and
- 4.** The Parties believe it is in the best interests of their communities and residents to enter into this Intergovernmental Agreement for HHW services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1 Purpose of the Agreement. The purpose of this Agreement is to provide residents of Yavapai County the opportunity to participate in HHW collection event operated by Sedona for the removal and recycling of HHW and to set forth the terms and conditions pursuant to which Sedona will permit Yavapai County to participate in Sedona's HHW collection event.

2 Definitions. The following terms shall have the following meanings unless the context requires otherwise:

Disposal Rules shall mean the rules set forth on Exhibit A for the disposal of HHW at the Facility.

Facility means a location capable of hosting the event (i.e. Sedona City Hall, Sedona Red Rock High School, or other). If a location other than the Sedona City Hall or the Sedona Red Rock High School is proposed, both parties must agree to facility and location prior to the event.

Household Hazardous Waste, or HHW, shall mean the items or types of waste set forth on Exhibit A.

3. Effective Date; Termination. This Agreement shall be effective on April 1st, 2024 and continue for five years unless terminated, cancelled or extended by either Sedona or Yavapai County. Either Party may terminate this Agreement either for cause or for convenience by providing the other Party with three (3) months' prior written notice of termination.

4. Responsibilities of Sedona. Sedona shall:

4.1 Permit residents of Yavapai County who present a driver's license or other identification acceptable to Sedona evidencing residency in Yavapai County, to participate in HHW collection event operated by Sedona during the event's operating hours.

4.2 Appoint in writing an authorized representative to act on behalf of Sedona in matters related to this Agreement and notify Yavapai County of such appointment.

4.3 Accept HHW at the Facility from Yavapai County residents and dispose of or recycle such HHW in accordance with applicable state or federal law.

4.4 Contract for the hiring of a Contractor for HHW removal services.

4.5 Maintain accurate records of its performance under the terms of this Agreement with generally accepted accounting principles and practices and permit Yavapai County to examine such records during Sedona business hours. Such records shall be kept by Sedona and made available to Yavapai County for at least one year after completion of a HHW collection event.

4.6 Invoice Yavapai County for its pro-rata share of the total cost incurred for an event. Total costs include staff, operating supplies, operating expenses, and the Contractor's final invoice. Yavapai County's pro-rata share is equal to the total number of unincorporated Yavapai County vehicles participating in an event divided by an event's total vehicles that participated.

5. Responsibilities of Yavapai County. Yavapai County shall:

5.1 Appoint in writing an authorized representative to act on behalf of Yavapai County in matters related to this Agreement and notify Sedona of such appointment.

5.2 Implement an education program for Yavapai County residents related to Disposal Rules and acceptable Household Hazardous Waste

5.3 Reimburse Sedona for Yavapai County's pro-rata share of the total costs incurred for an event. Sedona's invoices for events will be due and payable within 30 calendar days of Yavapai County's receipt of the invoice.

6. General Provisions.

6.1 The Disposal Rules set forth on Exhibit A and the list of HHW acceptable and unacceptable items set forth on Exhibit A may be modified by Sedona's authorized representative with ninety (90) days written notice to Yavapai County.

6.2 All exhibits attached to and referenced in this Agreement are by this reference incorporated herein.

6.3 To the fullest extent permitted by law, each Party ("Indemnitor") shall pay, defend, indemnify and hold harmless the other Party ("Indemnitee") its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Indemnitor, its agents, or employees arising out of the performance of this Agreement by the Indemnitor. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by the Indemnitor's acts, errors, mistakes, omissions in the performance of this Agreement. Such indemnity does not extend to Indemnitee's negligence.

7. Miscellaneous.

7.1 Notices authorized or permitted by this Agreement shall be given as follows:

For Sedona:
Office of the City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

For Yavapai County:
Solid Waste Manager
Yavapai County
1100 Commerce Drive
Prescott, AZ 86305

7.2 This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

7.3 As required by A.R.S. §41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either Party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A Party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Section 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements

contained in A.R.S. §23-214(A). Each Party retains the legal right to inspect the papers of the other Party and/or its subcontractor engaged in performance of this Agreement to ensure that the other Party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

7.4 In their respective performances under this IGA, the parties shall comply with all applicable laws, statutes, rules, regulations and ordinances including without limitation, those governing wages, hours, employment discrimination and safety.

7.5 This Agreement constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, understandings, negotiations, representations and understandings of the Parties, oral or written, are hereby superseded by this Agreement.

7.6 Except as otherwise specifically provided herein, no change or addition is to be made to this Agreement except by written amendment approved by Yavapai County and Sedona Councils.

7.7 No waiver by any Party of a breach of this Agreement will be construed as a waiver of a succeeding breach of the same or any other covenant of this Agreement. No delay in exercising any right granted by this Agreement will constitute a waiver of that right. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

7.8 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

7.9 The captions used in this Agreement are inserted for convenience in reference only and are not to be used to interpret or construe this Agreement.

7.10 The recitals to this Agreement are hereby affirmed by the Parties as true and correct and are incorporated in and made a part of this Agreement by this reference.

7.11 Each of the Parties represents and warrants to the other that it 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 bind the Party on whose behalf each such individual is signing.

7.12 This IGA shall be governed by the substantive and procedural laws of the State of Arizona and shall be deemed to have been executed in Yavapai County, Arizona.

7.13 To the extent permitted by law, the Parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third Parties (without the prior consent of all Parties) any information obtained by them through the performance under this IGA.

7.14 Any Notice by any Party to the other shall be considered duly served and delivered in person to the office of the authorized representative listed in Paragraph 7.1, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed in Paragraph 7.1. Any Party may change its representative or the address thereof by giving the other written notice.

7.15 Failure or unreasonable delay by any Party to perform or act in accordance with any term or condition of this IGA shall constitute a breach of this IGA. A Party claiming a breach by another Party shall provide written notice thereof said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within thirty (30) days of the breaching Party's receipt of notice or within such additional time as may be reasonably required to remedy the breach, the non-breaching Party may exercise all rights and remedies as provided in this IGA or otherwise by law. No waiver by a Party of a breach of any of the terms, covenants, or conditions of this IGA shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

7.16 Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matter contemplated in this IGA.

7.17 It is not intended by this IGA to, and nothing contained in this IGA shall, create any partnership, joint venture or other arrangement between or among the Parties. No term or provision of this IGA is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.18 The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, no Party shall be entitled to an award of attorneys' fees, either pursuant to the IGA, pursuant to A.R.S §12-341.01 (A) and (B), or pursuant to any other state or federal statute.

7.19 In the event any phrase, clause, sentence, paragraph, section, article or other portion of this IGA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this IGA shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

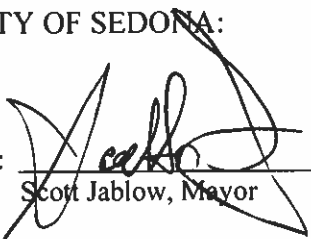
7.20 This IGA may be canceled without penalty pursuant to A.R.S. § 38-511 in the event a conflict of interest is described therein by any person significantly involved in negotiating this IGA on behalf of the respective Parties.

7.21 The Parties shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy,


childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.


CITY OF SEDONA:

By:  _____
Scott Jablow, Mayor


YAVAPAI COUNTY:

By:  _____
Craig L. Brown, Chairman of the
Board of Supervisors

ATTEST:

 _____
JoAnne Cook, City Clerk

ATTEST:

 _____
Jayme Rush, Clerk of the Board

APPROVAL OF CITY/TOWN ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the City of Sedona and Yavapai County and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.



City of Sedona Attorney

Date: 4-10-24



Deputy Yavapai County Attorney

Date: 5-2-2024

EXHIBIT A HOUSEHOLD HAZARDOUS WASTE

ACCEPTABLE

Batteries except for Lead Acid Car or Other Vehicle Batteries
Computer Equipment
Small Household Electronics Equipment
Household Cleaners
Light Bulbs
Pesticides
Pool Chemicals
Standard Grill and Camping Propane Tanks
Oil Based Paints, Stains, Varnishes, Solvents, Thinners Adhesives
Virtually anything that can be plugged into a wall outlet.

UNACCEPTABLE

Ammunition/Fireworks
Commercial (Business) Waste
Compressed Gas Cylinders other than Propane, such as Oxygen or Other Gasses
Explosive Material
Items in Plastic Trash Bags
Latex Paints
Lead Acid Car or Other Vehicle Batteries
Medical Waste or Prescription Drugs
Motor Oil and Motor Oil Filters
Radioactive Waste including Smoke Detectors
Tires of any kind
Any other material or items not included as acceptable above.

DISPOSAL RULES

The HHW collection event is for non-commercial use only.

Only materials listed as "Acceptable" (Exhibit A) will be accepted at the HHW event. Be certain that all product containers are tightly sealed in their original container and labels are legible; do not mix different materials together.

When transporting pool chemicals, make sure they are kept in a tightly sealed container and are kept separate from any organic materials or hydrocarbons (fuel). Contact with such material can result in a dangerous spontaneous combustion.