

**INTERGOVERNMENTAL AGREEMENT FOR A MULTI-CITY  
HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT BETWEEN  
THE CITIES OF GOODYEAR, LITCHFIELD PARK, AVONDALE AND  
TOLLESON**

THIS INTERGOVERNMENTAL AGREEMENT FOR A MULTI-CITY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY EVENT (“Agreement”) is entered into as of \_\_\_\_\_, 2018 by and between the City of Goodyear, an Arizona municipal corporation (“Goodyear”), City of Litchfield Park, an Arizona municipal corporation (“Litchfield Park”), City of Avondale, an Arizona municipal corporation (“Avondale”) and City of Tolleson, an Arizona municipal corporation (“Tolleson”). Goodyear, Litchfield Park, Avondale and Tolleson are sometimes collectively referred to in this Agreement as the “Cities or Parties” and each individually as a “City or Party.”

**RECITALS**

- A. The Cities are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952 and City Charters or such other governing authority.
- B. The Cities desire to work cooperatively to hold a multi-city household hazardous waste collection day (“Event”).
- C. The Cities desire to hold the Event on a semi-annual basis with Goodyear hosting an Event in the fall and Avondale hosting in the spring, at a date and time to be determined by the Cities. The City hosting an Event is referred to as the Host City with respect to the event it is hosting.
- D. Entering into a collaborative multi-city Event would be beneficial to the health and safety of the communities and the environment.
- E. The Cities desire to enter into this Agreement to set forth the terms by which the Cities will coordinate the Event, including Event planning, development, and administration.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities agree as follows:

1. Purpose. The purpose of this Agreement is to work cooperatively with southwest valley cities to hold a semi-annual Event to collect and dispose of household hazardous waste material in an effort to protect human health and the environment.

2. Term of Agreement. From and after the effective date, this Agreement will remain in effective for three (3) years, subject to appropriations.

2.1 Goodyear will host one Event annually during the fall in the month of October or November, and Avondale will host a second Event annually during the spring in the month of March or April.

2.2 The dates and time of the Events will be established by the mutual agreement of the Cities.

2.3 Provided that the City Council for both Goodyear and Avondale approve this Agreement on or before November 1, 2018, this Agreement shall become effective on November 1, 2018 and shall be binding on all Cities whose City Council has approved the Agreement on or before November 1, 2018. The Agreement shall remain in effect for the term of this Agreement, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Cities to approve the Agreement by November 1, 2018 shall not invalidate the Agreement as to those Cities who did so unless one of the Cities not executing the Agreement is either Goodyear or Avondale.

2.4 The Cities will work cooperatively to schedule the Event and each City will maintain the right to opt out of participating in any Event upon 60 days written notice to the other Cities prior to the Event.

3. Event Costs.

3.1 It is estimated that each Event could draw as many as 1,000 residential participants to dispose of hazardous material. Based on this number the estimated total Event cost for contractor labor, equipment, supplies, transportation and disposal will be \$75,150.00. This amount is subject to change based on an increase or decrease in residential participation.

The following is the estimated cost per City based on the number of participants in the household hazard waste collection event held on 10/28/2017:

- Goodyear: 486 participants at \$75.07 per participant equals \$36,258
- Avondale: 171 participants at \$75.07 per participant equals \$12,850
- Litchfield Park: 78 participants at \$75.07 per participant equals \$5,855.46
- Tolleson: 8 participants at \$75.07 per participant equals \$300

3.2 The amount each City will pay for its participation in the Event will be in direct proportion to the number of resident user participants from that City at the Event. Event users will be required to bring a copy of their current utility bill from one of the Cities to participate in the Event. The Cities will enter participant name, address and items brought to the Event onto a survey sorted by jurisdiction. Copies of this information will be provided to the respective City.

- 3.3 The Cities agree to pay the Host City directly for their proportionate cost for the Event within 30 calendar days after receipt of the final billing from the Host City.
4. Manner of Financing. Each City shall provide for its financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council.
5. Termination; Cancellation.
- 5.1 This Agreement may be terminated as to that City by any City with or without cause upon 30 days' written notice to the other Cities. If either Goodyear or Avondale terminates this Agreement, the Agreement terminates as to all Cities.
- 5.2 This Agreement is subject to cancellation due to conflict of interest pursuant to the provisions of A.R.S. § 38-511.
- 5.3 All payment obligations for participation in Events held prior to the termination and/or expiration of this Agreement shall survive the termination and/or expiration of this Agreement.
6. Obligations of Goodyear and Avondale.
- 6.1 Event Location. Goodyear and Avondale will work cooperatively to alternate hosting the Event in their respective City. The fall Event will be held on an annual basis in Goodyear during the month of October or November and the spring Event will be held on an annual basis in Avondale during the month of March or April.
- 6.2 Third Party Contract for Collection and Disposal.
- 6.2.1 It will be the responsibility of the Host City, the City hosting the Event, to contract with a third party for the testing, labeling, collection and disposal of the materials identified in Paragraph 9.1 below and to reject materials not identified in Paragraph 9.1 below, including those materials expressly identified in Paragraph 10.1 below ("Vendor Contract").
- 6.2.2 The Vendor Contract shall include the following terms:
- 6.2.2.1 The third party contractor is required to provide sufficient protective equipment, tybex suit, gloves and shoe coverings for all City employees assigned to work the Event.
- 6.2.2.2 Employees of the third party contractor and of any subcontractor who are to work the Event shall participate in a safety briefing, which will

be scheduled prior to the start of the Event and the failure of any of the employees of the third party contractor or subcontractor who work the Event to participate in the safety briefing shall constitute a breach of the Vendor Contract.

6.2.2.3 The employees of the third party contractor and any subcontractor hired by the third party contractor to perform any work under the Vendor Contract shall be required to comply with all applicable state and federal rules, regulations and laws.

6.2.2.4 The third party contractor shall, to the fullest extent permitted under the law, defend, indemnify and hold harmless the City of Goodyear, the City of Avondale, the City of Litchfield Park, and the City of Tolleson, their respective elected officials, appointees, officers, employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, fines, penalties and assessments, costs and expenses, including attorneys' fees and court costs, and/or damages of any kind or nature caused or contributed to or alleged to have been caused or contributed to by the active or passive negligence or willful misconduct of: (1) the third party contractor, its directors, officers, employees, agents, and/or representatives and (2) any subcontractor, their respective directors, officers, employees, agents, and/or representatives in the execution of, or failure to execute, the third party contractor's obligations under the Vendor Contract, which includes acts and/or omissions that occur in connection with any Event held pursuant to the Vendor Contract.

6.3 Vendor Contract Insurance Requirements. The Vendor Contract shall include the following insurance requirements:

6.3.1 The third party contractor shall procure and maintain insurance against claims for injury to persons or damage to property that may arise from or are related to the performance of the work under the Vendor Contract by the third party contractor and any subcontractor performing any of the work under the Vendor Contract and their respective directors, officers, employees, agents, and representatives, which includes, at a minimum, the coverages set forth in Paragraph 6.3.4 below. The amount and type of insurance coverage being required shall in no way be construed as limiting the scope of the indemnification obligations under the contract nor as any representation that such insurance coverage is adequate to cover the third party contractor's liability under the Vendor Contract or otherwise.

6.3.2 All required insurance coverages, other than Workers' Compensation Insurance, shall name the City of Goodyear, the City of Avondale, the City of Litchfield Park, the City of Tolleson and their respective elective officials

appointees, officers, employees, agents and representatives as additional insureds; and prior to commencing services under the Vendor Contract, the third party contractor shall furnish the contracting City with formal endorsements and Certificates of Insurance as evidence that the insurance policies have been endorsed to include the required additional insureds and that the required coverage, conditions and limits are in full force in effect. Such certificates shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination or any reduction in coverage, and shall expressly cover the third-party contractor's indemnification obligations.

- 6.3.3 All required insurance coverages shall be primary and any insurance coverage carried by the City of Goodyear, the City of Litchfield Park, the City of Avondale and the City of Tolleson shall be excess coverage and not contributory coverage to that provided by the third party contractor.
- 6.3.4 All required insurance coverages shall be maintained in full force and effect during the term of the Vendor Contract and until the work required to be performed under the Vendor Contract has been completed.
- 6.3.5 All required insurance coverages shall include provisions that any failure to comply with the reporting provisions of the third-party contractor's insurance policies or any breach of a policy warranty shall not affect the coverage afforded under the policy to protect the insured.
- 6.3.6 The third party contractor shall carry the coverages set forth below. The required insurance coverage cannot be written on a "claims made" basis. Each insurer shall have a current A.M. Best Company rating of not less than A- and a category rating of not less than "8." The use of alternative insurers requires prior approval from the City.
  - Workers compensation insurance sufficient to cover obligations imposed by federal and state statutes having jurisdiction over third-party contractor's employees performing work under the Vendor Contract.
  - Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual liability, which covers, at a minimum the liability assumed under the third party contractor's indemnification obligations. The insurance coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof.
  - Commercial and Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of

not less than \$1,000,000 each occurrence regarding any owned, hired and non-owned vehicles assigned to or used in performance of any work under the Vendor Contract. The insurance coverage shall be at least as broad as coverage Code 1 “any auto” under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

- Comprehensive environmental/pollution insurance that includes investigation and legal defense costs with a limit of not less than including investigation and legal defense costs with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damages.

6.4 Event Coordinator. Goodyear and Avondale will designate someone to function as the Event Coordinator for their respective City when hosting the Event. The Event Coordinator is responsible for the coordination of the entire Event held in its City, which includes but is not limited to managing the Event, providing administrative support for the Event and functioning as the liaison with the other Cities for purposes of this Event.

6.5 Traffic Control, Police and Fire. The Host City will provide, at its expense, sufficient traffic control, police and fire/EMS support if necessary. In addition, the City shall determine in its reasonable discretion whether to have fire/hazmat staff and a Terrorism Liaison Officer available.

6.6 Sanitation/Clean-up. The Host City shall provide at their expense the set-up and clean-up for the Event.

## 7. Obligations of All Parties.

7.1 Each City participating in the Event will be required to provide the following minimum number of employees to assist with every Event:

- Goodyear: A minimum of six (6) employees
- Avondale: A minimum of five (5) employees
- Litchfield Park: A minimum of five (5) employees
- Tolleson: A minimum of two (2) employees

At least one of the employees from each participating City shall be designated as the supervisor who shall be responsible for managing and supervising the activities of that City’s employees.

7.2 Each City will be responsible to pay for the wages and any overtime costs for its employees for the Event and related activities.

7.3 Each City is responsible for ensuring that its employees working at the Event wear appropriate Personal Protective Equipment (PPE) for the area they are

assigned and their City's uniform. No shorts or open toes shoes will be permitted.

- 7.4 All assigned City employees who are to assist with an Event will be required to participate in a safety briefing, which will be scheduled prior to the start of the Event. Employees who do not attend the safety briefing will not be permitted to work at the Event.

8. Workers Compensation. Pursuant to A.R.S. §23-1022 (D), for the purposes of worker's compensation coverage, all employees of each City covered by this Agreement shall be deemed to be an employee of all Cities. The parent City shall be solely liable for payment of worker's compensation benefits. Pursuant to A.R.S. § 23-1022(E), each City shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances, they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. Accepted Hazardous Waste.

- 9.1 The Event is intended for the collection of materials used by residential homes. The following hazardous waste from household sources may be accepted for collection and disposal at the Event:

- Adhesives: Household/hobby/automotive glue, caulking, sealer
- Aerosols: Those containing flammable or hazardous materials
- Art/Hobby/Supplies: Adhesives, paint, cleaners, correction fluid
- Photography chemicals: Developer, fixer, wash, cleaner
- Automotive Products: Cleaners, lubricants, solvents, fuel, gasoline, injector sprays, brake sprays, brake fluid, antifreeze, carburetor cleaner, metal conditioner, paint, paint remover, engine degreaser, fuel additives, used motor oil, used transmission fluid, oil filters
- Batteries: Automotive/household
- Cleaners/Waxes: Household/automotive polish, degreaser, rug/upholstery cleaner
- Flammables: Automotive/household solvent, fuel, paint, lubricant, kerosene, charcoal lighter, lighter fluid, mineral spirits, propane tanks
- Lubricants: Automotive/household compressor oil, cutting oil
- Other Household Products: Fluorescent tubes, thermostat, thermometers and other devices which contain mercury (non-radioactive)
- Paint: Aerosol, hobby/automotive/household latex and oil-based paint products including thinner, lacquer, linseed oil, primer, stain, varnish
- Personal Products: Nail polish, polish remover, rubbing alcohol, shoe polish, spot remover

- Poisons: Household/garden poison (insecticide, herbicide, fungicide), bait, fertilizer
- Thermostats/Thermometers: mercury switches, those containing mercury only
- PCB's (Polychlorinated Biphenyls) such as old fixture light ballasts
- Isocyanates
- Fire extinguishers
- Smoke detectors
- Asbestos

#### 10. Not Acceptable Hazardous Waste.

10.1 The following hazardous waste materials will not be accepted at the Event.

- Ammunition, explosives
- Biological waste, syringes, infectious waste
- Radioactive wastes
- Paper/newspaper, glass, plastic, metal, trash, solid waste for landfill
- Salvage: refrigerators, water heaters, stoves/ovens, air conditioners, etc.
- Commercial generated hazardous waste
- Any other material not listed in Paragraph 9.1.

#### 11. Tires.

11.1 Tires from passenger vehicles with no wheels (rims) will be accepted for collection and disposal at the Event from Goodyear and Avondale residents only. The Host City shall maintain a count of tires collected at the Event being hosted and shall provide, at no charge to the non-host city, for the storage and disposal of the tires collected at the Event. The Host City shall prepare and maintain a manifest for the disposal of the tires collected at the Maricopa County approved disposal facility and shall provide a copy of the tire manifest to the non-host city.

12. Promotions. Each City, at its expense, will promote, advertise and prepare all marketing and other collateral materials it deems appropriate to promote the Event to its residents.

13. Insurance. Each City agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

14. Further Acts. Each City shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15. Nondiscrimination. The Cities agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No City shall engage in any form of illegal discrimination.
16. Indemnification. Unless prohibited by law, each City (“Indemnifying City”) will defend, indemnify, and hold harmless all of the other Cities who are parties to this Agreement (“Indemnified Cities”), their respective elected officials, appointees, officers, employees, agents, and representatives, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, fines, penalties and assessments, costs and expenses, including attorneys’ fees and court costs, and/or damages of any kind or nature caused or contributed to or alleged to have been caused or contributed to by the active or passive negligence or willful misconduct of the Indemnifying City, its elected officials, appointees, officers, employees, agents, and/or representatives in the execution of, or failure to execute, the Indemnifying City’s obligations under this Agreement, which includes acts and/or omissions that occur in connection with any Event held pursuant to this Agreement. The Indemnifying City shall not be required to indemnify any other City that is a party to this Agreement to the extent of any negligent or wrongful acts of such City, its elected officials, appointees, officers, employees, agents, and/or representatives.
17. Governing Law. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court.
18. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every City, nor a signature line, shall be required in each counterpart. Except that on a counterpart being brought forward by a City to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that City’s practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Cities may be physically attached to a single document.
19. Laws and Regulations. Each City shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the parties are responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

20. Amendments. This Agreement may be modified only by a written amendment signed by the City's City Manager, or authorized designee.
21. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of a party, the Agreement will promptly be physically amended to make such insertion or correction.
22. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
23. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Cities with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any party except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
24. Assignment. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by the City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by the City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.
25. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of either Party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or a Party's acceptance of services, shall not release the other Party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a Party to insist upon the strict performance of this Agreement.
26. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Cities warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A City's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and

the non-breaching City may terminate this Agreement. The Cities retain the legal right to inspect the papers of the other City to ensure that the party is complying with the above-mentioned warranty under this Agreement.

27. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds or the incurring of expenses by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Parties fully informed as to the availability of funds for this Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and each Party shall be relieved of any subsequent obligation under this Agreement.
28. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
29. Notice. Any notice required to be given under this Agreement will be provided to all parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GOODYEAR**

\_\_\_\_\_  
Julie Arendall, City Manager

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
Darcie McCracken, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Roric V. Massey, City Attorney

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF AVONDALE**

\_\_\_\_\_  
Cynthia Seelhammer, Interim City Manager

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
Carmen Martinez, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF LITCHFIELD PARK**

\_\_\_\_\_  
Bill Stephens, City Manager

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
Terri Roth, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Susan Goodwin, City Attorney

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF TOLLESON**

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
Crystal Zamora, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Justin Pierce, City Attorney