

ADOPTED BY THE
MAYOR AND COUNCIL

September 7, 2011

RESOLUTION NO. 21793

RELATING TO INTERGOVERNMENTAL AGREEMENTS; AUTHORIZING AND APPROVING A NEW INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND PIMA COUNTY FOR THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION AND EDUCATION PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Tucson and Pima County established a household hazardous waste collection and education program through an intergovernmental agreement entered into in 1989, and amended in 1993, 1995, and 2005; and

WHEREAS, that intergovernmental agreement terminated effective June 30, 2011, pursuant to Pima County notice of termination given by letter dated April 1, 2011.

WHEREAS, the City and Pima County now wish to replace and supersede the terminated intergovernmental agreement with a new intergovernmental agreement, retroactively effective from July 1, 2011, to govern the current and future administration of the Regional Household Hazardous Collection and Education Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council authorize and approve the Intergovernmental Agreement ("Agreement"), attached as Exhibit "A" to this resolution,

between the City of Tucson and Pima County for the Regional Household Hazardous Waste Collection and Education Program.

SECTION 2. The Mayor and Council authorize and direct the Mayor to execute the Agreement for and on behalf of the City of Tucson, and authorize and direct the City Clerk to attest the Mayor's signature on the Agreement, in as many counterparts as necessary or desirable.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, September 7, 2011.

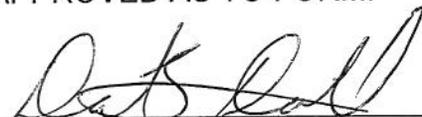

MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:


CITY ATTORNEY
DPM/mg
8/18/2011 4:08 PM


CITY MANAGER

CONTRACT
NO. *C.T. W.W. 1700000 0000 0000 1729*
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and this contract.

**Intergovernmental Agreement
for the Regional Household Hazardous Waste Collection and Education Program**

The City of Tucson, a municipal corporation ("City"), and Pima County, a body politic and a political subdivision of the State of Arizona ("County"), enter into this intergovernmental agreement ("Agreement") pursuant to Arizona Revised Statutes Title 11, Chapter 7, Article 3.

Any other Parties that subsequently join this Agreement in the manner set forth in Section 3 of this Agreement also enter into this Agreement pursuant to Arizona Revised Statutes Title 11, Chapter 7, Article 3.

Background

- A. The City's Charter and A.R.S. Titles 9 and 49 empower the City to operate sanitary landfills, a municipal water utility, and a fire department.
- B. A.R.S. §§ 11-251(17), 11-264 and 49-701 *et seq.* empower Pima County to operate a health department, a sanitary sewer system, and sanitary landfills.
- C. The City and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to the provisions of A.R.S. § 11-951, *et seq.*
- D. The presence of stored pesticides, flammables and other hazardous substances in private residences constitutes, particularly during fires, a hazard to the public and to City and County emergency services personnel.
- E. The disposal of pesticides and other hazardous substances from residential households constitutes a hazard to sanitary sewer systems, the public wastewater treatment facilities, sanitary landfills, wastewater treatment facility workers, sanitary landfill workers and regional drinking water supplies.
- F. No reasonable alternative exists for the safe, economical and environmentally sound disposal of household hazardous wastes.
- G. Providing a safe and cost-effective alternative for the disposal of household wastes represents a reasonable and legal means for the City and County to satisfy their legal duties regarding protection of the environment; protection of public health and safety; and provision of safe, healthful drinking water.

Exhibit A to Resolution No. 21793
City of Tucson Contract No. 17382

H. Such activities as are reasonably necessary to achieve those means are within the respective authorities of the City and the County.

I. In 1989, the City and County entered into a previous intergovernmental agreement for the purpose of establishing a household hazardous waste collection and education program. That previous intergovernmental agreement was amended in 1993, 1995 and 2005.

J. The City and County now wish to enter into this Agreement to replace and supersede the previous intergovernmental agreement, and to govern the current and future administration of the Regional Household Hazardous Waste Collection and Education Program.

K. The City and County also wish to give other towns and public agencies the opportunity to easily join in this Agreement and participate in the Program.

Terms and Conditions

The City and County, and any other Parties that subsequently join this Agreement in the manner set forth in Section 3 of this Agreement, in consideration of the matters set forth in this Agreement, mutually agree as follows:

Section 1. Definitions

"Claim" means allegations, demands, legal or administrative proceedings, suits, actions, damages, losses, expenses, including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claims adjusting and handling expenses.

"ES Director" means: (1) the Director of the City of Tucson Environmental Services Department or that officer's authorized representative; or (2) any other officer designated by the City Manager.

"Parties" means the City and the County, as original signers of this Agreement, and all other public agencies located within Pima County joining in this Agreement in the manner set forth in Section 3 of this Agreement and sharing in the costs associated with the Program in the manner set forth in Section 5 of this Agreement.

"Program" means the Regional Household Hazardous Waste Collection and Education Program. The term includes the Conditionally Exempt Small Quantity Generator Hazardous Waste Collection Program, also known as the Small Business Waste Assistance Program.

“Remote outreach” means outreach at a site outside Pima County that is undertaken pursuant to an intergovernmental agreement entered into under Subsection 4(L)(1) of this Agreement.

Section 2. Purposes

The purposes of this Agreement are to:

- A. Specify the Program’s financing, operation, and control.
- B. Authorize the Program and its constituent operations and services to expand to handle household hazardous waste on a regional basis.
- C. Supersede the previous intergovernmental agreement between the parties dated December 20, 1989, and amended on November 23, 1993, June 19, 1995 and March 1, 2005.

Section 3. Parties to this Agreement

A. This Agreement is between the City, the County, and any other public agency (as defined in A.R.S. § 11-952) located within Pima County that joins the Agreement by executing a Counterpart of this Agreement in the manner required by A.R.S. § 11-952 (including approval as to form by the joining Party’s attorney and approval by the joining Party’s governing body) and this Section 3.

B. This Agreement shall be executed by:

i. The City and the County using the signature blocks below; and

ii. By other joining Parties in counterparts, using the form of signature page attached as Exhibit B, by a person authorized by the joining Party’s governing body to commit the joining Party to participate in the Agreement. The person executing this Agreement shall sign three originals of the signature page, one to be kept by the joining Party; one to be provided to the ES Director; and one to be provided to, and maintained together with this Agreement by, the Tucson City Clerk.

C. Each of the three original counterpart signature pages signed by other joining Parties shall have attached to it a copy of the ordinance or resolution in which the Party’s governing body has approved the Agreement, as required by

A.R.S. § 11-952, and authorized the signer to sign, as required by Subsection 3(B)(ii) above.

D. As required under Subsection 17(C) below, any Party joining this Agreement will provide to the City, County, and any other Party the title and address of the official who will receive notices for that Party.

E. The City, the County, and all other Parties joining this Agreement understand and agree that their signatures will not be required for any additional Party to subsequently join the Agreement using the procedures set forth in this Section 3.

Section 4. Program Elements and Description

A. A permanent central facility hereinafter referred to as the "main site" is established and maintained on that parcel of City-owned property located at 2440 W. Sweetwater Drive, Tucson, Arizona 85705.

B. The ES Director, with advice from the Steering Committee described in Section 8 below, is authorized to and will establish outreach sites within Pima County (and may also establish sites for remote outreach that is conducted pursuant to an intergovernmental agreement under Subsection 4(L)(1) of this Agreement), determine the frequency of service at each site, and where necessary, change sites or the frequency of service at sites. By approval of this Agreement, the Parties agree that use of any Party's property for outreach sites will be at no cost to the Parties and without in-kind credit as described in Section 5 below. By approval of this Agreement, the Parties' governing bodies authorize and direct the ES Director to negotiate, draft and execute agreements with other entities or property owners, under which the Program staff will be allowed to use their facilities and property for purposes of activities of the Program. Any costs of indemnification and defense of such entities allowing Program use of their property shall be paid by the Parties pursuant to Section 5 below and/or to the division of liability as set out in Section 12 below, whichever is applicable.

C. Any Party that subsequently joins this Agreement in the manner set forth in Section 3 of this Agreement shall:

i. In addition to any existing outreach sites and events existing at the time it joins, be entitled (but not required) to schedule two annual collection events, for which the Party shall be responsible for volunteer recruitment, with the Program providing any required training to the Party's volunteers.

ii. Be added as a Program sponsor on all publicity, educational materials, stationery, and other public communications, as required by Subsection 4(K) below.

iii. Receive assistance from the Program with public education and outreach (e.g., press releases, logos, preexisting artwork).

iv. Not be limited in the amount of available recycled paint that they may purchase for use in graffiti abatement and community projects.

D. Recycling of household hazardous waste shall be encouraged and utilized wherever practical and environmentally sound. All reasonable efforts shall be made to establish disposal contracts that call for land disposal as the disposal method of last resort, so long as the necessary alternatives are not unreasonably expensive.

E. On all necessary shipping manifests and at all other necessary and appropriate times and places, the Parties shall be listed as the co-generators of household waste shipped and disposed of under the Program.

F. The Program may establish and conduct remote outreach programs may use Program equipment and supplies for those purposes and may transport, recycle, and dispose of the collected waste at Program cost.

G. Subject to budget limitations, once all other requisite elements of the Program are established, the ES Director, with the advice of the Steering Committee, shall investigate and, if it proves necessary, economical, and effective, shall establish:

i. A home pick-up service to serve the community's infirm, aged, and handicapped, where the costs of both transportation and disposal shall be paid by the Program, subject to program funding.

ii. An additional permanent site or a transfer station.

H. Nothing in this Agreement shall prohibit any Party from establishing a home pick-up program that is separate from the infirm, aged and handicapped home pick-up service authorized in Subsection 4(G), and in which the Party charges the costs of transportation and related expenses to the Party's residents, with only disposal costs paid by the Program.

I. Detailed protocols shall be established, monitored, and strictly enforced at all sites and all collection times and events to ensure that no unacceptable waste is collected, stored, or disposed of through this Program. All collected materials will be disposed in accordance with applicable laws and regulations.

J. The Program shall develop methods and materials to educate the public as to what household materials and wastes are hazardous, what alternatives are available, and what other means are available to them for hazardous waste stream reduction and for safe, economic and environmentally sound disposal.

K. All publicity, educational materials, stationery, and other public communications shall identify the Program as a regional program of the Parties.

L. The City and the County are authorized to pursue the following:

i. Enter into, or renew, intergovernmental agreements with other counties, municipalities, or other public agencies, both within and outside Pima County to participate in the Program. The Program shall be operated in accordance with the requirements of federal, state law, Pima County, and the City's Charter and Code.

ii. Enter into any other intergovernmental agreements with other counties and municipalities or the State of Arizona that will benefit the Program.

iii. The Program will administer all intergovernmental agreements previously or subsequently entered into on its behalf by the City or the County.

M. The City and the County may apply for and accept grants that will benefit the Program. In any case where either the City or the County are separately applying for a grant, and the approval of the other party is required because the grant allocates Program resources, "approval" means, in the case of grants applied for by the County, a consent letter from the ES Director, and in the case of grants applied for by the City, a consent letter from the Pima County Director of the Department of Environmental Quality.

N. All monies received by the City or County under existing or future intergovernmental agreements or grants entered into or applied for on behalf of the Program will be deposited for the use and benefit of the Program.

O. The City may charge a fee for the waste accepted as part of the Small Business Waste Assistance program to achieve full cost recovery.

Section 5. Cost-sharing

A. Except as otherwise expressly and specifically set out herein, all Program costs, including the City's liability coverage cost allocation for the Program, will be shared and divided as follows: Each Party's share of Program costs will be determined by dividing that Party's population by the sum of the total populations of all Parties to the Agreement (with Pima County's population to be defined as the population within its unincorporated area, including any Native American Tribe or Nation, and all populations to be determined according to the latest U.S. decennial census), and then multiplying that ratio by the net Program costs, calculated as the total Program costs less all revenues received by the Program.

B. The City shall bill the parties on a quarterly basis for their equitable share of Program costs. The City will begin billing any Party joining this Agreement under Section 3 as of the first quarter after that Party joins the Agreement. The quarterly billing and payment will be on an invoice basis and will not require any amendment to this Agreement, nor approval of any amendment by any Party's governing body.

C. Throughout each fiscal year, the ES Director shall record Program costs and contributions, make efforts to project Program costs and contributions and shall keep the parties informed of their respective unpaid obligations and of any significant imbalance in current contributions based on a population allocation method based on the latest U.S. decennial census results.

D. In any event, at the end of the fiscal year, the ES Director shall inform the Parties of the exact amount of any sums due from each of those Parties under this Agreement for authorized Program costs incurred. Any amounts due shall be paid within 60 days of the end of the fiscal year.

E. The ES Director shall submit expenditure reports to the Steering Committee at least quarterly.

F. Allowable Program costs for which the Parties are responsible, include, but are not limited to, costs of construction and remodeling, vehicles, equipment, materials, supplies, transportation costs, disposal costs including disposal costs from antifreeze battery, oil, paint sites operated by the City and the County, insurance costs, utilities, education and publicity costs, labor, training, and maintenance of the site, equipment and vehicles.

G. Nothing in this Section shall prevent either party from making voluntary contributions to the Program in excess of that party's fiscal obligations

under this Agreement to fund or support increased services to be rendered by or for the Program. A party's voluntary contribution in excess of its fiscal obligations under this Agreement shall not subject any other party to matching fund obligations under the equal cost-sharing provisions of this Section or other provisions of this Agreement.

Section 6. Annual Budget Adoption

A. The ES Director shall be responsible for producing, with the assistance of the Steering Committee described in Section 8 below, on or before February 1st of each year, a projected Program budget for the then-upcoming July 1 to June 30th fiscal year.

B. City and County personnel responsible for submitting for approval the Program budget to the Mayor and Council and Board of Supervisors, respectively, shall also review and comment on the Program budget prior to submittal to the ES Director. Any increases in the budget greater than 4% must be agreed upon by all Parties.

C. The Steering Committee shall periodically review Program expenditures and shall review and comment on the Program budget prior to submittal.

Section 7. Program Operations

The Program's day-to-day operations shall be under the control of the ES Director.

Section 8. Steering Committee

A. The Steering Committee shall act in an advisory capacity to the ES Director. Wherever and whenever it is practical, within the limits and authorities as set out in federal, state, and local law and within City of Tucson personnel and other policies, the ES Director shall make all reasonable efforts to follow the Steering Committee's advice.

B. The Steering Committee shall be made up of the following representatives from all Parties. There shall be three County appointees, two of whom are employees of the County, and three City appointees, two of whom are employees of the City. The City Manager and the County Administrator shall make the appointments for the City and County, respectively. A seventh member shall be selected by both the City Manager and County Administrator, with advice from

the Steering Committee. Each Party that joins this Agreement in the manner set forth in Section 3 of this Agreement is also entitled to appoint one member to the Steering Committee. The appointees should be, where possible and practical, experts in the subject area.

C. The Steering Committee shall act by majority vote of those present at any duly noticed meeting. A quorum shall consist of a majority of the authorized membership. The Committee shall each year elect a Chairperson and Vice Chairperson from among its members. The Vice Chairperson will serve as Chairperson in the Chairperson's absence. The Committee shall, with the assistance of the ES Director keep written records of its decisions.

D. The Parties may, at will, replace their respective appointees.

E. The Steering Committee shall meet at least four times a year subject to legal notice requirements as provided under the Arizona Open Meeting Law (A.R.S. § 38-431 *et seq.*). Additional properly noticed meetings may be held at the option of the Chairperson who shall also be responsible for timely and adequate notice of all meetings of the Steering Committee.

F. Each year the ES Director shall prepare an annual report setting out all of the major Program activities and decisions. The Steering Committee shall assist in this process.

Section 9. Non-Appropriation

Notwithstanding any other provision in this agreement, this Agreement may be terminated by any Party as to that Party if for any reason that Party's governing body does not appropriate sufficient monies for the purpose of maintaining this Agreement. If funds are not allocated and available to a Party for the continuance of this Agreement, this Agreement may be terminated by that Party at the end of the period for which funds are available. A failure to appropriate sufficient monies will not, however, relieve that Party of its statutory responsibilities, or terminate the Agreement as to any other Parties.

Section 10. Termination

A. Termination as to any Party shall take place automatically at the end of any fiscal year in which that Party delivers written termination notice to the other Parties at least 90 days before the end of that fiscal year. This shall not relieve the terminating Party of its obligation to pay for services already rendered by any other Party.

B. Throughout the term of this Agreement, the City shall not convey, transfer, sell or dispose of the real property described in Exhibit A, nor any improvements thereon.

Section 11. Workers' Compensation

A. As provided in A.R.S. § 23-1022(D), for the purposes of workers' compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this Agreement, shall be deemed to be an employee of the Party who is the employee's primary employer and of the Party under whose jurisdiction and control the employee is then working, and the primary employer Party of such an employee shall be solely liable for payment of workers' compensation. Each Party shall comply with provisions of A.R.S. § 23-1022(E) by posting the public notice required.

B. The Parties agree that with respect to any activities under this Agreement, each Party will be solely responsible for paying workers' compensation to its own employees; that no Party will seek repayment, damages, or any other form of reimbursement from any other Party for the workers compensation paid; and that all Parties mutually waive any right of subrogation against each other regarding workers' compensation paid.

Section 12. Insurance and Indemnification

A. In consultation with the Parties, the City shall determine whether insurance is required for activities under this Agreement, what types and amounts of insurance are required, and what type(s) of financing will be used, which may include self-insurance. Pursuant to such a determination the City shall purchase such insurance as appears necessary and appropriate. Volunteers are not employees of any Party, and are not part of the pool of any Party's employees for purposes of workers' compensation or any other purpose. At the City's option, volunteers will either: (1) be covered on a reimbursement basis for out-of-pocket medical expenses up to \$5,000 dollars, to be paid by the Parties according to the provisions in Section 5 relating to sharing of costs; or (2) alternatively, the City may elect to cover volunteers with third-party med-pay insurance up to a specified amount, with the premiums for the med-pay insurance to be paid by the Parties according to the provisions in Section 5 relating to sharing of costs.

B. The City shall indemnify, defend, and hold harmless the following persons from all claims arising from and incurred during the pursuit of any Program operation and activity: the ES Director, Steering Committee members, and all Parties and their officers, agents, employees, and volunteers.

C. Subject to the provisions of Subsection 12(B), each Party shall indemnify, defend, and hold the other Party harmless against, and be solely responsible for, any claims arising from its own acts or omissions by reason of its operations under this Agreement.

D. Any Party to this Agreement is to remain responsible for, and hold any other Parties harmless from, any claims arising from damages or injury to property, employees, and volunteers, and from damages or injury caused by that Party.

E. The Parties will apply provisions in Section 5 relating to sharing of costs to defense and liability costs arising out of:

- i. Situations not addressed by Subsection 12(D);
- ii. The transport, disposal or recycling of collected wastes;
and
- iii. Any home pick-up service established under Subsection 4(G)(i).

F. All defense and liability costs arising from wastes shipped by the Program for disposal or recycling, or from the operation and use of outreach sites or remote outreach sites, shall be shared equitably by the Parties using the method set forth in Subsection 5(A) above. However, such costs shall be paid by the Parties in addition to Program expenses as set forth in Section 5 above and shall not count as payments or mutual contributions toward any Party's obligation(s) under Section 5.

G. The ES Director, working in concert with the Steering Committee and the Parties' Risk Management Divisions, shall maintain the previously established program to audit all handling, transport, treatment, and disposal companies utilized by the Program.

Section 13. Non-Discrimination/Equal Employment Opportunity/Americans with Disabilities Act

In carrying out this Agreement, the parties agree to comply with all applicable federal, state and local anti- or non-discrimination laws and regulations. The provisions of A.R.S. § 41-1463, Executive Order Number 99-4 issued by the Governor of the State of Arizona, And Tucson City Code § 28-138 are incorporated by this reference as a part of this Agreement. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Section 14. Mediation

Disputes between the Parties arising from this Agreement and its subject Program shall be resolved, where possible, using formal mediation.

Section 15. Parties' Legal Jurisdiction Unaffected

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Parties and all operations, contracts and actions hereunder shall be consistent with applicable state and federal law.

Section 16. Independent Status of Parties

Except as specified in Section 11 above, persons acting on behalf of a Party in performing this Agreement do not become officers, employees, or agents of any other Party for purposes of coverage under any other Party's unemployment insurance, worker's compensation insurance, or retirement system, or for any other purpose.

Section 17. Notices to Parties.

A. All notices to the City will be hand delivered or sent by certified mail, return receipt requested, addressed to the Director, Department of Environmental Services, P.O. Box 27210, Tucson, AZ 85726-7210. The City will inform the County and other Parties in writing if this point of contact changes. The change is effective upon the County's and other Parties' receipt of that written notice.

B. All notices to the County will be hand delivered or sent by certified mail, return receipt requested, addressed to the Director of Pima County Department of Environmental Quality, 33 N. Stone Avenue, 7th Floor, Tucson, Arizona 85701. The County will inform the City and other Parties in writing if this point of contact changes. The change is effective upon the City's and other Parties' receipt of that written notice.

C. Any Party joining this Agreement under Section 3 will provide to the City, County, and any other Party the title and address of the official who will receive notices for that Party. Thereafter, notices to that Party will be hand delivered or sent by certified mail, return receipt requested, to that official at that address. The Party will inform the City, County, and any other Parties in writing if this point of contact changes. The change is effective upon the City's, County's, and other Parties' receipt of that written notice.

D The date of delivery of all notices is the date of hand delivery or the delivery date listed on the postal return receipt.

Section 18. Miscellaneous

A. Construction -- This Agreement is governed by, and must be construed according to, the applicable laws of the State of Arizona.

B. Counterparts -- This Agreement may be executed in any number of counterparts, each of which when executed and delivered is deemed an original, but these counterparts together constitute only one Agreement.

C. Further Instruments and Actions -- Each Party will deliver any other instruments and take any other action reasonably requested by the other in order to carry out the provisions and purposes of the Agreement.

D. Headings -- Headings and captions in this Agreement are solely for the convenience of reference and do not affect its interpretation.

E. Integration -- This Agreement sets forth the Parties' precise relationship, and contains their entire agreement. No representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Agreement are of any force or effect.

F. Severability -- If any provision of this Agreement is for any reason invalid or unenforceable, as determined by a court of competent jurisdiction, the rest of the Agreement remains fully valid and enforceable.

G. Waiver -- No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving Party.

H Number and Gender -- All words used in this Agreement, regardless of their number and gender, also include any other number or gender that the context or sense of this Agreement, or any of its paragraphs or clauses, may require.

I. Amendment -- The Parties cannot change this Agreement orally, but only by an agreement in writing signed by all parties.

J. Applicability of Budget And Other State Laws -- This Agreement, and all obligations upon the parties arising from it, is subject to the provisions of A.R.S.

§ 38-511, as well as all budget laws and other state and local laws and regulations.

K. Incorporation of Provisions Required by Law – This Agreement incorporates by this reference every applicable provision required by law to be in the Agreement.

L. Non-Discrimination – In carrying out this Agreement, the Parties will comply with all applicable federal, state and local anti- or non-discrimination laws and regulations.

M. Assignment or Delegation Prohibited and Void – The Parties cannot assign or delegate the rights or duties set forth in this Agreement. Any attempted assignment or delegation of rights or duties is void and unenforceable.

N. Waiver of Construction Against Drafter -- Because all the Parties and their respective legal counsel have helped review and draft this Agreement, all Parties waive the rule of construction against the drafter.

O. Compliance with the Law – The Parties to this agreement will comply with all applicable laws in actions pursuant to this agreement, particularly by compliance with regulating of pharmaceutical, controlled substances and hazardous substances.

P. Federal Immigration Laws – A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Parties agree that:

i. Each Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214 (A).

ii. A breach of warranty under Subsection (i) shall be deemed a material breach of this agreement and is subject to penalties up to and including termination of the agreement as to the breaching Party.

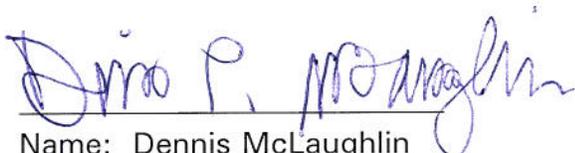
iii. Each Party retains the legal right to inspect the papers of each other or subcontractor employee(s) who work(s) on this agreement to ensure that each Party or its subcontractor is complying with the warranty under Subsection (i).

Q. No Scrutinized Business Operation – Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each of the Parties certifies that it does not have a scrutinized

CERTIFICATION PURSUANT TO A.R.S. § 11-952

Pursuant to A.R.S. Sec. 11-952(D) the attorneys for the governmental entities which are parties to this Agreement have determined that the foregoing is in proper form and is within the powers and authority of the parties as granted under the laws of this state.

For the City of Tucson:

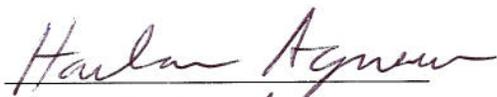


Name: Dennis McLaughlin

Principal Assistant City Attorney

Date: August 18, 2011

For Pima County:



Name: Harlan Agnew

Deputy County Attorney

Date: August 18, 2011

EXHIBIT A to Exhibit A to Resolution No. 21793

A CERTAIN PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH; RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN LYING SOUTHWESTERLY OF THE CITY OF TUCSON, PIMA COUNTY, STATE OF ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SURVEY MONUMENT LOCATED ON THE CENTER LINE OF BUSINESS CENTER DRIVE OPPOSITE LOT 3 IN BLOCK 1 (ONE) ON A CERTAIN AMENDED PLAT OF NORTH TUCSON BUSINESS CENTER AS RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE IN BOOK 41, PAGE 90 OF MAPS AND PLATS; SAID SURVEY MONUMENT LOCATES THE END OF A CURVE ALONG THE CENTER LINE OF BUSINESS CENTER DRIVE HAVING A RADIUS OF 23,028.32 FEET; THENCE; STILL ALONG THE CENTER LINE OF BUSINESS CENTER DRIVE, NORTH 35°21' 33" WEST FOR A DISTANCE OF 59: 77 FEET TO ANOTHER SURVEY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTER LINE OF BUSINESS CENTER DRIVE AND THE SOUTH SECTION LINE OF SECTION 21, TOWNSHIP 13 SOUTH; RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN; THENCE NORTH 0° 20' 29" WEST; FROM THE SURVEY MONUMENT LOCATED ON SAID SECTION LINE 50.00 FEET; THENCE SOUTH 89°39'13" WEST, 88.55 FEET TO A POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BUSINESS CENTER DRIVE AS SHOWN ON THE PLAT OF SIERRA NORTE BUSINESS PARK AS RECORDED IN PIMA COUNTY RECORDER'S OFFICE IN THE BOOK 36, PAGE 13(1) OF MAPS AND PLATS WITH THE NORTH LINE OF A 50- FOOT EASEMENT FOR THE EGRESS TO PIMA COUNTY AS PER DOCKET 6061 AT PAGE 922; SAID POINT OF INTERSECTION BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89° 39' 31" WEST ALONG SAID NORTH LINE OF SAID 50-FOOT EASEMENT, 428.96 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED HEREIN, SAID POINT BEING 50 FEET NORTH OF THE PREVIOUSLY MENTIONED SECTION LINE;

THENCE NORTH 0° 20' 29" WEST APPROXIMATELY 5.50 FEET EAST OF A CHAIN LINK FENCE WHICH ENCLOSES A PIMA COUNTY WELL SITE. 158.00 FEET TO A REBAR SET FOR A BOUND AT THE NORTHWEST CORNER OF THE SUBJECT PARCEL.

THENCE SOUTH 75° 32' 44" EAST, 400.02 FEET TO AN INCH REBAR SET FOR A BOUND AT THE NORTHEAST CORNER OF THE SUBJECT PARCEL, SAID POINT BEING ON THE WESTERLY LINE OF AN UNPAVED PORTION OF

THE BUSINESS CENTER DRIVE AS INDICATED ON THE PREVIOUSLY MENTIONED PLAT OF THE SIERRA NORTE BUSINESS PARK.

THENCE SOUTH 37° 25' 16" EAST, ALONG THE WESTERLY LINE OF BUSINESS CENTER DRIVE, 70.00 FEET TO THE TRUE POINT OF THE BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 42,531 SQUARE FEET OR 0.975 ACRES.

**Intergovernmental Agreement Between the City of Tucson and Pima County
Re: Household Hazardous Waste Collection and Education Program**

COUNTERPART AGREEMENT SIGNATURE PAGE FOR OTHER JOINING PARTY

Public agency name: _____

The public agency listed above joins as a party to the Intergovernmental Agreement listed above by signing this Agreement signature page. The signor warrants that he or she has been duly authorized by the party's governing body to commit the party to participate in the Agreement, and that the party's governing body has approved the Agreement as required under A.R.S. § 11-952.

Date: _____

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

Date of formal approval by governing body: _____

Attach copy of resolution or ordinance showing that the party's governing body has approved the Agreement and authorized the party's signer to sign it.

ATTORNEY CERTIFICATION

The attorney for the party signing above has reviewed this Agreement pursuant to A.R.S. § 11-952(D) or the applicable Tribe's or Nation's laws, and determined that the Agreement is in proper form and is within the powers and authority of the party as granted under the laws of the State of Arizona or the applicable Tribe's or Nation's laws.

Name _____
Title _____
Attorney for _____

Date