

RESOLUTION NO. 2342

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF GILA FOR THE RECYCLING OF PAPER PRODUCTS.

WHEREAS, the Town of Payson ("Town") and the County of Gila ("Gila County") desire to establish a collaborative relationship for the recycling of paper products to enhance efficiencies and to reduce costs; and

WHEREAS, pursuant to A.R.S. § 11-952, the Town and Gila County may enter into an Intergovernmental Agreement to jointly exercise powers common to both and to provide for joint and cooperative action; and

WHEREAS, the Town and Gila County have negotiated an Intergovernmental Agreement for the operation and management of a recycling program,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Intergovernmental Agreement attached and made a part hereof as Exhibit "A", be and is hereby approved in substantially the form as attached.

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute such Intergovernmental Agreement in substantially the form attached as Exhibit "A".

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of such Intergovernmental Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this _____ day of _____, 2007, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

F. Robert Edwards, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF GILA
AND
THE TOWN OF PAYSON, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into effective this ____ day of _____, 200__, by and between the Town of Payson, an Arizona municipal corporation ("Town"), and the County of Gila ("County"), a body politic and political subdivision of the State of Arizona (collectively, the "Parties").

RECITALS

- A. The Town operates and manages a recycling program.
- B. The County operates and manages a recycling program.
- C. The Town and the County desire to establish a collaborative relationship for the recycling of paper products to enhance efficiencies and to reduce costs.
- D. Pursuant to A.R.S. § 11-952, the Town and the County may enter into this IGA to jointly exercise powers common to both and to provide for joint and cooperative action regarding recycling.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term This IGA shall be in effect for a term commencing on the date first above written and ending November 1, 2008, and shall automatically be renewed for successive one (1) year periods unless either the Town or the County provides the other Party with at least thirty (30) days written notice of its intent to terminate this IGA, in which case such termination shall be effective on the date specified by such Party, not less than thirty (30) days from the date of the notice. At such time as this IGA is terminated, the recycling bins provided by the Town, together with their then contents, shall be returned to the Town. At termination neither Party shall be obligated to the other Party.
2. Purpose. The purpose of this IGA is to provide for a coordinated recycling program within the Town of Payson.

3 Specific Measures

A. The County agrees to and shall.

1. Staff and manage the recycle process within the Town of Payson, pick up full bins of recyclable paper content as needed, and haul the contents thereof to a paper recycling plant.
2. Assist in an educational program to encourage Payson residents to place paper products in the provided recycling bins and to publicize the benefits to the County and the Town of recycling through this program.
3. Allow the following products to be placed in recycling bins operated pursuant to this IGA. newsprint, office paper, cardboard, phone books, and mail.
4. Empty the recycling bins when full.
5. Maintain such bins in a clean and healthful condition and clean the area surrounding the bins of debris, paper, rubbish, and the like so as to maintain a clean and presentable recycling area.
6. Cause the transportation and disposal of the material collected in such recycling bins.
7. Provide the staff required to operate and maintain such recycling bins
8. Retain all funds collected from the disposal of the contents of the recycling bins.
9. Be solely responsible for financing its obligations under this IGA and for establishing and maintaining a budget therefor.

B. The Town agrees to and shall:

1. Provide to the County two (2) recycling bins, which will be owned by the Town. The Town will purchase and provide additional bins for additional recycling sites to be determined jointly by the County and the Town.
2. Be solely responsible for financing its obligations under this IGA and establishing and maintaining a budget therefor.

4 Placement of Bins The recycling bins to be used under this IGA shall be placed at such locations as the Town and County mutually decide from time to time.

5. Entire Agreement. This IGA, including any exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained in this IGA. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged into this IGA. No supplement, modification, or amendment of this IGA shall be binding unless in writing and executed by the Parties

6. Counterparts. This IGA may be executed in counterpart originals, each having the same effect as the other.

7. Severability. The Parties agree that in the event any provision in this IGA is found by a court of competent jurisdiction to be invalid, the invalidity of such portion(s) shall not affect the remaining portions, which shall remain valid and enforceable according to their terms, unless the purposes of this IGA are frustrated on account of such partial invalidity
8. Attorneys' Fees. In the event either Party hereto shall employ legal counsel in connection with any dispute under this IGA or proceed against the other Party to enforce any of the terms, covenants, or conditions hereof, the party employing such legal counsel shall be solely responsible for payment therefor, without contribution from the other Party, and attorneys' fees shall not be awarded in any action, arbitration, mediation, litigation under, or for any purpose connected to, this IGA.
9. Indemnification. The Parties to this IGA agree that neither Party shall be indemnified or held harmless by the other Party. However, the Parties further agree that each Party shall be responsible for its own negligence.
10. Cancellation. The Parties acknowledge that this IGA is subject to cancellation pursuant to A.R.S. § 38-511, the terms of which are incorporated herein.
11. Time of Essence and Successors. Time is of the essence of this IGA and all of its parts. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
12. Headings, Gender. The headings of this IGA are for purposes of reference only and shall not limit or define the meaning of any provisions of this IGA. Wherever appropriate in this IGA, personal pronouns shall be deemed to include other genders, and the singular to include the plural if applicable.
13. Notices. All notices, requests, and other demands hereunder shall be in writing and shall be deemed given on the date received if personally delivered, or notice may be mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

To Town:
Town Manager
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541
(928) 474-5242

To County:
Steven L. Besich, County Manager
County of Gila
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

In the event either Party changes its address, telephone number, or contact person, such Party shall immediately notify the other of such change

14. Assignment. This IGA or any part thereof shall not be assigned by either Party without the prior written consent of the other, and any such attempt to assign this IGA in contravention of this Paragraph 14 shall render this IGA void.
15. Construction of Agreement. This IGA 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 this IGA. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this IGA.
16. Action of Governing Body. Each Party represents to the other and acknowledges that appropriate action to approve this IGA has been duly taken by its governing body.

IN WITNESS WHEREOF, the Parties have executed this IGA effective the day and year first above written.

TOWN OF PAYSON,
an Arizona municipal corporation

COUNTY OF GILA, a body politic and
political subdivision of the State of Arizona

By _____
F. Robert Edwards, Mayor

By _____
Supervisor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Samuel I. Streichman, Town Attorney

Daisy Flores, County Attorney