CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

CC: 14R
Amend No. _____

Date Prepared: September 20, 2007 **Council Meeting Date:** October 2, 2007

TO: Terrence L. Ellis, City Manager

FROM: William Mattingly, Public Works Director WJM

PREPARED BY: Jesse R. Duarte, Solid Waste Manager

SUBJECT: Approval of an Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Peoria's use of the North Gateway Material Recovery Facility.

RECOMMENDATION:
That the Mayor and City Council approve an Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Peoria's use of Phoenix's North Gateway Material Recovery Facility for the acceptance and processing of Peoria's recycling material from Peoria's Curbside Recycling Program.

SUMMARY:
Between September and November 2007, the City of Peoria will begin curbside recycling services to each of 46,000 households. The recycled materials will be delivered to the City of Phoenix North Gateway Material Recovery Facility (MRF) for processing. This facility is located at 30205 North Black Canyon Highway and is operated by Hudson Baylor North Gateway LLC. The City of Peoria estimates that in the first year of the program up to 15 percent of the city's solid waste will be diverted from the landfill and recycled. The city estimates that the diversion rate will increase to 20 percent in subsequent years.

Peoria and Phoenix believe it would be advantageous for Peoria to deliver, and for Phoenix to accept, recyclable material at the North Gateway MRF from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and reduction of air pollution.

CITY CLERK USE ONLY:
☐ **Consent Agenda**
☐ **Carry Over to Date:**_____
☐ **Approved**
☐ **Unfinished Business (Date heard previous:**_____**)**
☐ **New Business**
☐ **Public Hearing: No Action Taken**

ORD. #_____ **RES. #**
LCON# 07907 **LIC. #**
Action Date:

REV. 07/05

The Intergovernmental Agreement makes allowance for Peoria to receive a minimum of $18 and a maximum of $25 per ton in revenue for sale of the recyclables delivered to Phoenix. The rate of payment is based on the average sales price which Phoenix receives for all material sorted and sold at the North Gateway MRF.

The term of the Intergovernmental Agreement is for twenty-eight months, commencing October 2007 and ending on January 31st, 2010 with two, one-year extensions.

Staff recommends the approval of this Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Peoria's use of Phoenix's North Gateway Material Recovery Facility for the acceptance and processing of Peoria's recycling material from Peoria's Curbside Recycling Program.

ATTACHMENT: Intergovernmental Agreement

WHEN RECORDED RETURN TO:

Roza Etemad, Esq.
City of Phoenix
Office of City Attorney
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF PEORIA

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the __ day of _____ 2007, by and between the City of Phoenix, an Arizona municipal corporation ("Phoenix") and the City of Peoria, an Arizona municipal corporation ("Peoria") (collectively, "the Parties").

RECITALS

A. Arizona Revised Statutes, Sections 11-951 through 11-954, provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of Arizona Revised Statutes, Sections 11-951 through 11-954, and that in accordance therewith, it shall be filed with the Maricopa County Recorder's Office, to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.

B. Phoenix is empowered by Chapter II, Section 2 of the Phoenix Charter to enter into this Agreement and has, by Ordinance No. _____ adopted on _____ _____, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Peoria is empowered to enter into this Agreement by Peoria City Charter Art. 1, §3 (15), and has, by _____ dated _____ resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Peoria.

D. Phoenix is the owner of the North Gateway Materials Recovery Facility (MRF) located at 30205 North Black Canyon Highway. Phoenix has contracted with Hudson Baylor North Gateway LLC for the operation of the North Gateway MRF. Phoenix represents to Peoria that Hudson Baylor North Gateway LLC acts on behalf of Phoenix.

E. Peoria plans on beginning curbside recycling service to 48,000 households in September 2007. As of the signing of this Agreement, Peoria uses the Hudson Baylor University MRF in south Phoenix for its recycling needs.

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F. Peoria desires to enter into this Agreement with Phoenix to have Phoenix process Peoria's recyclable materials at the North Gateway MRF.

G. Phoenix and Peoria believe it would be advantageous for Peoria to bring, and Phoenix to accept, Recyclable material at the North Gateway MRF from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and efficiency, and reduction of air pollution.

H. The purpose of this Agreement is to set forth the parties' respective rights and obligations with respect to Phoenix's acceptance of Peoria's recyclables at the North Gateway MRF.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Blended Rate" means the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month.

"Hazardous Waste" means: (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 V.S.C. §§ 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load of materials delivered to the North Gateway MRF which is emitting smoke, fire, or fumes and which may be in imminent danger of fire or explosion.

"Hours and Days of Operation" means those hours that the North Gateway MRF receives Recyclables, as posted and noticed from time to time. Currently, the North Gateway MRF receives Recyclables from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, excluding Phoenix-observed holidays.

"Recyclables" means post consumer residential materials as accepted in the Phoenix Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Phoenix at any time at the sole discretion of Phoenix.

"RFID" means radio frequency identification. It is a device that is attached to the collection vehicle and that will be electronically read when the collection vehicle travels over the unmanned scale. This device transmits a unique signal and electronically tracks tonnages, trucks, times, etc.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to Ariz. Rev. Stat. §§ 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste, such as, but not limited to: (1) explosives, radioactive materials, untreated bio-hazardous medical waste as defined in A.A.C. RI8-13-1401, cesspool waste, or sewage sludge; (2) motor vehicles, including major motor vehicle parts, agricultural and farm machinery and equipment; (3) waste tires; (4) used oil; (5) that which in the reasonable judgment of Phoenix may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of its Facility; or (6) waste not authorized for disposal at the North Gateway MRF by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous; or extremely hazardous waste.

AGREEMENT

1. Parties. Phoenix is a municipal corporation of the State of Arizona. The principal office of Phoenix is located in Maricopa County at 200 West Washington Street, Phoenix, Arizona 85003-1611. The rights and obligations by Phoenix under this Agreement are undertaken as the owner of real property acting in a proprietary capacity and not as a municipality exercising regulatory powers. Peoria is a municipal corporation of the State of Arizona. The principal office of Peoria is located in Maricopa County at _____. The rights and obligations of Peoria under this Agreement are undertaken as the owner of real property acting in a proprietary capacity.

2. Term. The initial term of this Agreement shall be for a period of twenty-eight (28) months beginning on _____ and ending on January 31, 2010. This Agreement may be renewed in one (1) year increments for a total of two (2) renewal years.

3. Phoenix's Acceptance. On an annual basis, Phoenix will accept up to 16,000 tons of recyclable materials from Peoria at the North Gateway MRF as part of the Phoenix Recycles program during it Hours and Days of Operation. Peoria will be able to deliver Recyclables to the North Gateway MRF at any time it is open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

4. Peoria's Delivery. On an annual basis, Peoria shall deliver up to 16,000 tons of recyclable material to Phoenix's North Gateway MRF. Peoria shall, in good faith, deliver only acceptable recycling materials to the North Gateway MRF for processing. Peoria agrees to inform its residents of proper recycling practices and also agrees to enforce proper recycling practices. Peoria shall be responsible for arranging a recycling processing contingency plan in the event of circumstances resulting in Phoenix not being able to operate the North Gateway MRF. Peoria shall observe and obey all

Phoenix hours of operation, rules of conduct, traffic patterns and speed limitations while on Phoenix property. Peoria shall make an effort to coordinate with Phoenix its scheduled delivery of recyclable materials over work days. Peoria projects (but does not guarantee) that it will provide Phoenix with 8,000 tons of recyclable materials in Year 1 and between 12,000 to 16,000 tons of recyclable materials in Years 2 and 3.

Upon execution of this Agreement, Peoria shall provide Phoenix with its good faith projections, in writing, of the quarterly tonnage that it expects to deliver to the Facility. Peoria may not deliver more than ten percent (10%) above its projected tonnage on a quarterly basis to the Facility without prior approval by Phoenix. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

5. Weighing of Recyclables. Each vehicle delivering Recyclables shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible to the North Gateway MRF staff. In the event the scales become temporarily inoperable due to testing or malfunction, Phoenix shall estimate the weight of Recyclables on the basis of truck volume and historical data obtained through operation of the North Gateway MRF. These estimates shall serve as official records for the duration of the scale outage. In such case, a handwritten ticket may be substituted for the computer copy. In consideration for use of automated scales at the North Gateway MRF, Peoria shall make all collection vehicles used for delivery of Recyclables available for installation of RFID devices, and obtaining of a certified tare weight for each vehicle. Incoming Recyclables shall be weighed by weighing all incoming vehicles and recording the weight of each. From time to time, Phoenix may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. RFID devices remain the property of Phoenix and shall be returned when vehicles are removed from service, or upon termination or expiration of this Agreement. Phoenix shall maintain weight records for all vehicles delivering Recyclables.

6. Hot Loads. In the event that a Peoria vehicle dumps a Hot Load, Peoria agrees to pay reasonable charges for Phoenix's handling of such Hot Load.

7. Compliance with North Gateway MRF Rules and Traffic Requirements. Peoria staff will become familiar with and comply with all North Gateway MRF rules, traffic flows, and speed restrictions. Failure to follow such rules and requirements may result in restriction of Peoria staff.

8. Quality of Recyclables. Material quality will be inspected by Peoria staff, and will adhere to guidelines of the "Phoenix Recycles" program of what is and is not acceptable, attached hereto as ***Exhibit A*** and as amended from time to time in accordance with the Notice provisions hereof. This will include the exclusion of plastic bags and shredded paper. Materials will be spot check inspected by Phoenix staff or the designated operator on the North Gateway MRF Floor. If materials are determined to be excessively contaminated, in the opinion of Phoenix personnel, then the materials will be moved immediately to the solid waste transfer area, and Peoria will be assessed the then-current disposal fee (as of July 2007, $36.25/ton). Phoenix will immediately inform Peoria of this determination and make available for immediate inspection as permitted by operational requirements. Peoria will provide documentation of their

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attempts to increase the quality of the recyclable materials within two weeks of the contaminated load. Peoria is aware that trucks must be fully emptied of any garbage prior to collection of recyclables. Contamination means any load containing 20% or more non-recyclable material, or that is otherwise unacceptable for processing.

9. Termination of Agreement. Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior notice.

10. Vehicle leaks and spills. Peoria shall be responsible for prompt cleanup of leaks or spills from its vehicles. Regardless of the nature of any fluid leaking from the collection vehicle, it shall be cleaned up within two hours. Any Recyclables that are spilled in any part of the facility other than the designated tip area shall be immediately contained and collected by Peoria staff.

11. Compensation. Payment shall be made to Peoria for each ton of Recyclables accepted and processed. The rate of payment shall be 16.34% of the facility Blended Rate per ton (currently $25 per ton based on a Blended Rate of $153 per ton), but neither greater that $25, nor less than $18 per ton. Payment shall be calculated by the 15th day of the month for the previous month and shall be payable within 30 days.

12. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party and subsidiaries, and their officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any personal (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials, or arising out of breaches of the representations contained herein.

12.1. Certificate of Insurance. Peoria must provide a certificate of insurance compliance within seven (7) calendar days at entering into this Agreement. Phoenix shall be listed as an additional insured (to the extent Phoenix is indemnified pursuant to the Indemnity Provisions herein) on all certificates of insurance, which must read as follows: "The City of Phoenix, a municipal corporation, its directors, officers and employees, are an additional insured and must be notified thirty (30) days in advance of insurance cancellation or termination."

13. Miscellaneous.

13.1. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignee shall assume all of the obligations of this Agreement and the assignor shall not be relieved of its obligations under this Agreement by reason of an assignment.

13.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

13.3. Notices. All notices, demands and other writings provided to be given, made or sent by any party hereto to other parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Phoenix:	City of Phoenix Public Works Department Attn: Solid Waste Contracts Administrator 101 S. Central Ave. Suite 300 Phoenix, AZ 85004-2410
To Peoria:	City of Peoria, AZ Attn: Solid Waste Manager 8401 W. Monroe St. Peoria, AZ 95345
With a copy to:	City of Peoria, AZ Attn: City Attorney's Office 8401 W. Monroe St. Peoria, AZ 95345

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such party as above provided.

13.4. Conflict of Interest. No official, officer or employee of either party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS 38-511.

13.5. Employees.

13.5.1. Non-liability of Officials and Employees. No official, officer or employee of Phoenix or Peoria shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by either Phoenix or Peoria of any obligation under the terms of this Agreement.

13.5.2. Not Employees. The personnel of the either party to this Agreement are not for any purpose to be considered employees or agents of the other party, and that each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

13.6. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, or unusually severe weather. In order for the non-performing party to obtain an extension of time for any such cause, the non-performing party must notify the performing party in writing of such force majeure within ten (10) days of commencement of such force majeure. Moreover, notice must contain a request for additional time, which shall only be for the period of the force majeure. Failure of the non-performing party to notify the performing party of such force majeure within such ten (10) days shall result in the performing party granting only a ten (10) day extension to the non-performing party.

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13.7. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13.8. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13.9. Representations and Warranties.

13.9.1. Peoria hereby represents and warrants to Phoenix as follows: a. Peoria has the full power and authority to execute and deliver this Agreement to Phoenix and carry out the transactions contemplated hereby; b. Peoria has taken all necessary action to execute, deliver, and perform this Agreement; c. Neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Peoria's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Peoria's obligations under this Agreement; and d. Upon execution and delivery of this Agreement by Peoria, it will constitute a legal, valid, and binding obligation of Peoria enforceable against it in accordance with the terms hereof.

13.9.2. Phoenix hereby represents and warrants to Peoria as follows: a. Phoenix has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby; b. Phoenix has taken all necessary action to execute, deliver, and perform this Agreement; c. Neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Phoenix's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Phoenix's obligations under this Agreement; and d. Upon execution and delivery of this Agreement by Phoenix, it will constitute a legal, valid, and binding obligation of Phoenix enforceable against it in accordance with the terms hereof.

13.10. Non-Discrimination and Affirmative Action. Peoria shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, attached hereto as ***Exhibit B***. The parties agree to comply with Executive Order 75-5 and incorporate the same into this Agreement, and to comply with all applicable state and federal laws, rules, regulations regarding equal opportunity, nondiscrimination and affirmative action.

13.11. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

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13.12. Recordation. Phoenix will file this Agreement with the Maricopa County Recorder's Office within 10 days of its final execution. The agreement will not become effective until after it has been filed.

13.13. Audit. The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PHOENIX, a municipal corporation
FRANK FAIRBANKS, City Manager

By: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF PEORIA, a municipal corporation
Terrence L. Ellis, City Manager

By: _____

ATTEST:

_____
Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____
Acting City Attorney

_____Date

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____
Acting City Attorney

_____Date

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Exhibit A
Guidelines of the "Phoenix Recycles" program

IMPORTANT RECYCLING GUIDELINES:

- All recyclable material must be relatively clean, dry, empty and uncrushed. No need to wash recyclables.
- Do not bag, box or tie recyclables.
- No grass, yard or food waste.
- Lids are okay on most containers. Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both in your blue Phoenix Recycles container.

TELEPHONE BOOKS !

Used telephone books from Phoenix Recycles participants may be placed in your blue Phoenix Recycles container.

PLASTICS

Bottles and containers with recycling symbol and numbered codes 1 or 2 on side or bottom of container. Examples of codes:

●Polyethylene Terephalate (PET- code symbol #1) : two-liter soda bottle, water bottles. Includes individual sizes.

●High Density Polyethylene (HDPE- code symbol #2) : milk and detergent bottles, shampoo containers.

PLASTIC DON'TS

No plastic bags of any kind with or without a recycling symbol.
No pool chemical/household hazardous waste containers.
No foam peanuts or bubble wrap. To find out where to drop-off used packing peanuts for reuse click here.

No plastics with code symbols of:
#3 V=vinyl such as candy containers, PVC piping or shoes
#4 LDPE = low density polyethylene such as plastic lids or tubs like those for whipped cream or butter
#5 PP = polypropylene such as plastic utensils and straws
#7 Other- such as toys, envelopes, candy wrappers, etc.

These items can damage the sorting equipment, be harmful to workers in the sorting facility or

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are too small to be sorted (foam peanuts can be reused for shipping purposes, click here to find out more.), or make the sorting process inefficient.

GLASS

Food or beverage glass bottles and jars only. Please remove lids (put plastic lids in black or green barrel and metal lids in blue recycling containers).

NO WINDOW PANES, MIRRORS, CERAMICS, DISHES, TELEVISIONS, OR LIGHT BULBS.
These items are made with treated glass, have hazardous materials in them (TVs) or are not glass at all and cannot be recycled in Phoenix Recycles.

PAPER

Office paper - staples do not need to be removed

Newspapers - remove plastic bags and rubber bands

Magazines, catalogs, comic books

Telephone books

Cardboard - flatten boxes to fit in blue barrel loosely. If you have a large number of boxes, flatten and stack them and call Solid Waste Customer Service at 602-262-7251 to arrange a special collection. Or email your request.

Chipboard - cereal, cookie, tissue, gift boxes. (Remove and place cereal, cookie or cracker inserts bagged and tied in your green or black barrel.

Milk/juice cartons

Juice boxes

Junk mail - includes non self-sealing envelopes. Remove plastic credit cards or bags. Previous literature may say no plastic windowed envelopes, however improvements at paper recycling plants allow for these windows to be strained out of the paper pulp mix. It is still good recycling habit to tear the window out, however it is not necessary.

NO HARDBACK OR PAPERBACK BOOKS, SELF SEALING ENVELOPES, PHOTOGRAPHS, EMBOSSED CARDS OR WRAPPING PAPER, MYLAR BALLOONS, NEWSPAPER PLASTIC BAGS, RUBBER BANDS OR BLUEPRINTS.

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All of these items cannot be recycled with regular paper. They cause de-inking and pulping processes to be disrupted and reduce the value of acceptable paper items.

NO SIX/TWELVE PACK BEVERAGE CARRIERS, DRY DETERGENT/BAR SOAP BOXES, AND MOST FROZEN FOOD BOXES.

These items are made from a type of paper call "wet-strength chipboard". Within the paper material matrix is a barrier that keeps moisture from getting out (like a frozen orange juice container) or from getting in (like the dry detergent box). Beverage makers use these to prevent the carriers from falling apart if the cans or bottles get wet. Since wet-strength repels water, the recycling of these paper products is very inefficient, if not impossible. Paper recyclers will downgrade the value of the recovered paper if too much wet-strength material is found in the bales of cardboard or chipboard. If the paper container you're looking at has a corrugated (crinkly paper) layer between the outer layers, this material is corrugated cardboard and can be placed in the recycling container.

NO SHREDDED PAPER
Shredded paper is not accepted in the Phoenix Recycles program. The paper can damage sorting machinery and is not easily sorted from other materials. In addition, residents often shred more that just paper including non-recyclable materials such as photographs, credit cards and stickers. Shredded paper should be bag and tied and placed in your green/black garbage container. If possible, shredded paper can be composted or used as packing materials instead of foam peanuts.

METALS

Aluminum cans

Clean pie plates and foil

Steel cans - soup, vegetable, pet food ; place lids inside can

Metal hangers - bound with twist tie

Scrap metal under 25 pounds including small appliances

Aerosol cans - <u>no spray paint, pesticides, oven cleaners</u>

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K. *Sole source acquisition.* An acquisition when there is clear and convincing evidence that there is only one source from which the City can obtain goods or services suitable for the City's intended purpose.
L. *Suppliers.* Firms, entities or individuals furnishing goods or services directly to the City.
(Ord. No. G-1372, § 1; Ord. No. G-1461, § 1; Ord. No. G-3472, § 1)
Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 18-21. Exemptions.
A. The requirements of this article do not apply to the following business transactions:
1. Petty cash or canteen fund purchases or purchases within the petty cash limits as defined by the City Manager in the City's administrative regulations.
2. Emergency purchases as defined by the City Manager in the City's administrative regulations.
3. Sole source purchases.
B. The requirements of this article shall not apply to the following parties engaged in any business relationship with the City:
1. Governmental agencies of the United States, any state or municipality, any county or school district or other entity created under the laws of the United States, this State or any other state as a public entity.
2. Property owners renting property under the provisions of the United States Housing and Urban Development Section 8 program.
3. Boards and commissions of the City, County or State.
4. Professional organizations or associations, provided that the articles of the association, incorporation, or other governing documents of such organizations or associations do not permit discrimination among their membership on the basis of race, color, religion, gender, national origin, age or disability.
5. Nonprofit corporations formed for the express purpose of assisting the City or any other Arizona municipality in the financing of public projects, purchases or other acquisitions.
C. Questions regarding exemptions will be referred to and decided by the Equal Opportunity Department, with the advice of the Law Department concerning the legal status of entities described in paragraph B above.
(Ord. No. G-1372, § 1; Ord. No. G-1997, § 1; Ord. No. G-3472, § 1; Ord. No. G-3633, § 1)

Sec. 18-22. Requirements of suppliers and lessees.
A. All suppliers and/or lessees covered by this article shall submit the following reports to the Equal Opportunity Department:
1. Employer Information Report.
2. Employer Equal Employment Opportunity Workforce Profile or the most current federal EEO-1 Report.
3. An affirmative action plan.
B. Suppliers and lessees with less than fifteen employees shall comply with this article by submitting a certificate on the report form prescribed by the Equal Opportunity Department.
C. All suppliers and lessees shall have the reports specified in subsections (A) or (B) completed accurately and on file with the City prior to bid opening, proposal submission, request for quotation response, request for qualification response or the date set forth as part of any other request-response process initiated by the City. The Equal Opportunity Department reserves the

Sec. 18-23. Failure of suppliers or lessees to make good faith effort.
A. The Equal Opportunity Department shall evaluate the good faith effort of the suppliers and/or lessees to carry out the commitment reflected in their affirmative action plan.
B. When the evaluation indicates that a supplier or lessee has failed to make a good faith effort to comply with its affirmative action plan, the Employment Committee of the Human Relations Commission shall review the facts and may exonerate the subject firm or may recommend to the Human Relations Commission the imposition of sanctions as provided by law. The Human Relations Commission shall submit its recommendations to the City Council. The decision of the City Council shall be final.
C. A supplier or lessee who fails to make good faith effort and comply with the provisions of this section shall be subject to those sanctions allowed by law, including, but not limited to, cancellation, termination, suspension of the contract or exclusion from bidding on City contracts for a period not to exceed two years.
(Ord. No. G-3472, § 1)

Sec. 18-24. Administrative responsibility.
A. The Equal Opportunity Department shall be responsible for administering the provisions of this article.
B. Other City departments in cooperation with the Equal Opportunity Department are primarily responsible for subsections (C), (D), (E), and (F) of this section.
C. City departments shall ensure that suppliers and lessees who are awarded City business, comply with the requirements of this article.
D. City departments shall include the requirements of this article as expressed in section 18-22 in all invitations for bids, request for proposals, requests for quotations, contractual agreements, or request for qualifications.
E. If the supplier or lessee has not met the reporting requirements of this article as determined by the Equal Opportunity Department, no further consideration shall be made of any bid or proposal submitted or any other request.
F. City departments shall ensure that suppliers and/or lessees maintain eligibility during the full term of a contract.
G. The Equal Opportunity Department will evaluate the required submittal and determine whether the firm is responsive and responsible and, therefore, eligible for City business.
H. Prior to eligibility expiration, the Equal Opportunity Department will notify suppliers and lessees on file of their need to update eligibility. The failure of the Equal Opportunity Department to so notify any supplier or lessee shall not constitute grounds for failure of any such supplier or lessee to file the eligibility reports required under section 18-22; or shall not constitute grounds for estoppel or waiver against the City's enforcement of this article or any provision thereof.
(Ord. No. G-3472, § 1; Ord. No. G-3633, § 1)

Sec. 18-25. Objection to award.
A. Any firm and/or individual who has an objection to the awarding of a contract by the City, pursuant to competitive procurement procedures, which includes the requirements of section 18-22 of this article, which protest is based on an alleged breach of the requirements of section 18-

22, may file such protest in writing as set forth in the invitation for bid or request for proposal prior to award by the City Council.

B. The City department requesting approval of the contract shall receive this objection and notify the Equal Opportunity Department within two business days of receipt.

C. If such objection is timely filed, the Equal Opportunity Department Director or designee shall review materials relevant to the objection and issue a decision. The decision of the Equal Opportunity Department shall be final.

(Ord. No. G-3472, § 1)

Secs. 18-26--18-99. Reserved.

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