

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18756

Sponsor(s): Crystal Williams

Date: March 9, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorize County Executive to execute an agreement with MARC Solid Waste Management District relating to the Regional Household Hazardous Waste Program.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="310 548 1190 919"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$23,244.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$23,244.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$23,244.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 002-1503-56790 Other Contractual Services TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$23,244.00 Prior Year Actual Amount Spent (if applicable): \$23,244.00</p>	Amount authorized by this legislation this fiscal year:	\$23,244.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$23,244.00	Amount budgeted for this item * (including transfers):	\$23,244.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 002-1503-56790 Other Contractual Services TO ACCT
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18409- 3/3/14 #18085- 2/13/2013 #17766- 1/9/2012 #17482- 2/14/2011</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator, 816-847-7070</p>										
<p>REQUEST SUMMARY</p>	<p>WHEREAS, Cass, Clay, Jackson, Platte and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Missouri State Statutes.</p> <p>WHEREAS, the City of Kansas City, Missouri and the City of Lee's Summit, Missouri each operate a permanent Household Hazardous Facility and have agreed to make the HHW collection facilities available for participating members to the SWMD.</p> <p>SUMMARY: The Environmental Health Division of the Public Works has participated in the Regional HHW program for the previous 15 years. The Regional HHW Program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous waste as well as the dozen or so mobile events held throughout the metro area. The county will work to successfully and safely dispose of various household waste materials. The staff of MARC, along with the MARC Solid Waste Management Districts participating communities provide for the size, type and selection of the mobile events.</p>										

	THEREFORE, the County Executive is authorized to execute an agreement with the MARC Solid Waste Management District to participate in the Regional Household Hazardous Waste Center and at a cost not to exceed \$23,244 in 2015.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Copy of agreement	
REVIEW	Department Director: Earl Newill, PE	Date: 02/13/2015
	<i>Earl Newill</i>	
	Finance (Budget Approval): If applicable <i>Sharon S Ball</i>	Date:
	Division Manager: <i>SOB</i>	Date: 3-4-15
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
C [REDACTED]	[REDACTED]	[REDACTED]

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



September 26, 2014

MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Chris Bussen, Chair
City of Lee's Summit

Michael Shaw, Vice Chair
City of Kansas City

Traey Lambertz
Cass County

Donna Koontz
Clay County

Kirk Phillips
Jackson County

Daniel Erickson
Platte County

Bob King
Ray County

Elected:

Brad Foster
City of Belton

Marie Steiner
City of Kearney

Jim Holley
City of Blue Springs

Don Reimal
City of Independence

Kendall Welch
City of Parkville

Matt Mallinson
City of Sugar Creek

Ann Dwyer Sanders
City of Lake Waukomis

Ex Officio:

Lisa McDaniel, Planner
Secretary/Treasurer

Re: 2015 Regional Household Hazardous Waste Program

Dear County Executive Sanders:

The MARC Solid Waste Management District has helped residents safely dispose of millions of pounds of household hazardous waste since the Regional Household Hazardous Waste (HHW) Program started in 1997. The true success of this program, however, is owed to local government participation and their commitment to provide these services to their residents.

Program membership provides access to all of the district's mobile collection events and to either of the permanent facilities located in Lee's Summit and Kansas City. Common materials accepted by the program include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners and fluorescent bulbs. Enclosed is a 2014 brochure for reference.

If your community is currently not in the program, please consider joining this year. Think of it as an investment toward the future. The safe disposal of HHW can avert potential problems related to illegal dumping, water quality management, fire hazards, emergency hospital visits, and hazardous waste cleanup.

The 2015 participation fee will remain at \$1.04 per capita using 2010 Census Bureau population figures. A community cost list is attached to the agreement enclosed. When a county joins, residents of the unincorporated area and all communities under population 500 are included under the county membership.

Please return the signed agreement to the MARC office by **Friday, December 12, 2014**. Community representatives are invited to the mobile planning meeting held in February.

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to make a presentation to your city council or county commissioners if further information is requested.

Sincerely,

Chris Bussen
Chair, MARC Solid Waste Management District

cc Deborah Sees, Public Health Supervisor

Chair
Marge Vogt
Councilmember
Olathe, Kan

1st Vice Chair
Jan Marcason
Councilmember
Kansas City, Mo.

2nd Vice Chair
Ed Peterson
Commissioner
Johnson County, Kan

Treasurer
David Bower
Mayor
Raytown, Mo.

Secretary
Curt Skoog
Councilmember
Overland Park, Kan.

Executive Director
David A. Warm

2015

Intergovernmental Agreement between the MARC Solid Waste Management District and Unincorporated Jackson Co., Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 S.E. Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas, Unincorporated Jackson Co., Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Unincorporated Jackson Co., Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2015.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. *Fees.* *Unincorporated Jackson Co., Missouri* agrees to pay the sum of \$23,244.00 to participate in the 2015 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.04 applied to 2010 census figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2015. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 100, 120, 180, 200, 240, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Hold Harmless and Indemnification/Outreach collection sites

A. General indemnification. Each party to this Agreement shall, to the extent allowed by law, indemnify, defend, and hold harmless the other party, the other party's employees, and Kansas City and its employees, from all claims, lawsuits, liabilities, and costs, including reasonable attorney's fees and court costs, arising from its own negligence or intentional acts, or the negligence or intentional acts of its employees or contractors, in connection with the operation of any outreach collection within the boundaries of the Participating Member.

B. Environmental indemnification. The Participating Member shall, to the extent allowed by law, further defend, indemnify, and hold harmless the SWMD and Kansas City and its employees from and against all claims, lawsuits, liabilities, and costs, including reasonable attorneys fees and court costs, arising solely out of or related solely to the release, discharge, spill, transportation, treatment, storage or disposal of any regulated substance or HHW, as defined herein, that: 1) came to be located on a household hazardous waste outreach collection site located within the boundaries of the Participating Member prior to the date a HHW collection event is held at that site; or 2) came to be located on a HHW outreach collection site within the boundaries of the Participating Member after the close of operations of that collection event. This environmental indemnity shall not be limited by the limits of any insurance policy held by or for the benefit of the Participating Member or its contractor and shall survive the termination of this agreement and/or any transfer of all or any portion of the property on which the HHW outreach collection is held.

C. Insurance. The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date:

_____ Date:

_____ Chair

_____ Please print name and title

Attachment 1		
Community	2010 Census Population	Cost at \$1.04 per capita
Archie	1,170	\$ 1,216.80
Belton	23,116	\$ 24,040.64
Blue Springs	52,575	\$ 54,678.00
Buckner	3,076	\$ 3,199.04
Claycomo Village	1,430	\$ 1,487.20
Cleveland	661	\$ 687.44
Dearborn	504	\$ 524.16
Drexel	965	\$ 1,003.60
Edgerton	546	\$ 567.84
Excelsior Springs	11,084	\$ 11,527.36
Garden City	1,642	\$ 1,707.68
Gladstone	25,410	\$ 26,426.40
Glenaire	545	\$ 566.80
Grain Valley	12,854	\$ 13,368.16
Grandview	24,475	\$ 25,454.00
Greenwood	5,221	\$ 5,429.84
Hardin	569	\$ 591.76
Harrisonville	10,019	\$ 10,419.76
Kearney	8,381	\$ 8,716.24
Lake Lotawana	1,939	\$ 2,016.56
Lake Tapawingo	730	\$ 759.20
Lake Winnebago	1,131	\$ 1,176.24
Lake Waukomis	870	\$ 904.80
Lawson	2,473	\$ 2,571.92
Liberty	29,149	\$ 30,314.96
Loch Lloyd	600	\$ 624.00
Lone Jack	1,050	\$ 1,092.00
North Kansas City	4,208	\$ 4,376.32
Oak Grove	7,795	\$ 8,106.80
Orrick	837	\$ 870.48
Parkville	5,554	\$ 5,776.16
Peculiar	4,608	\$ 4,792.32
Platte City	4,691	\$ 4,878.64
Pleasant Hill	8,113	\$ 8,437.52
Pleasant Valley	2,961	\$ 3,079.44
Raymore	19,206	\$ 19,974.24
Raytown	29,526	\$ 30,707.04
Richmond	5,797	\$ 6,028.88
Riverside	2,937	\$ 3,054.48
Smithville	8,425	\$ 8,762.00
Sugar Creek	3,345	\$ 3,478.80
Weatherby Lake	1,723	\$ 1,791.92
Weston	1,641	\$ 1,706.64
Wood Heights	717	\$ 745.68
Unincorporated Cass County	24,484	\$ 25,463.36
Unincorporated Clay County	14,442	\$ 15,019.68
Unincorporated Jackson Co.	22,350	\$ 23,244.00
Unincorporated Platte County	24,692	\$ 25,679.68
Unincorporated Ray County	11,436	\$ 11,893.44
Change in Population by City by County, 2000 to 2010		
Census 2000 Redistricting Data (P.L. 94-171) Summary File		
(Boundaries adjusted to 2010 boundaries)		
http://marc.org/census-data.htm		