

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18409

Sponsor(s): Theresa Garza Ruiz

Date: February 24, 2014

SUBJECT	<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>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="345 594 1166 951"> <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 002-1504-56790 1503 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- 1504 -56790 1503 Other Contractual Services TO ACCT
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PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18085- 2/13/2014 #17766- 1/9/2012 #17482- 2/14/2011</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Scott George, Assistant Director of Public Works, 816-847-7071</p>										
REQUEST SUMMARY	<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 14 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 2014.	
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:
	Finance (Budget Approval): <i>If applicable Allison Ball</i>	Date: 2-17-14
	Division Manager: 	Date: 2/19/14
	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:
002-1504-56790	Other Contractual Services	\$23,244.00

- 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.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 15032014001

Date: February 17, 2014

~~ORD~~/RES # 18409

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
002 - Health Fund		
1503 - Environmental Health	56790 - Other Contractual Services	23,244
Total		23,244

Shirah S. Ball 2-17-14
 Budgeting

2014

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Unincorporated Jackson County, 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 County, 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 County, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2014.

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 County, Missouri agrees to pay the sum of \$23,244 to participate in the 2014 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, 2014. 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 60, 100, 120, 180, 200, 240 or 300 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:

Chris Bussen Date: 12/3/13
CHRIS BUSSEN Chair

Participating Member:

_____ Date:

 Please print name and title