

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$23,829.00 within the 2018 Health Fund to cover the cost of the Intergovernmental Cooperative Agreement with the Mid-America Regional Council (MARC) Solid Waste Management District to provide access to the Regional Household Hazardous Waste Centers for the residents of the unincorporated county, at a cost to the County not to exceed \$23,828.70

RESOLUTION NO. 19758, March 5, 2018

INTRODUCED BY Crystal Williams, County Legislator

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 statute; and,

WHEREAS, the City of Kansas City, Missouri, and the City of Lee's Summit, Missouri, each operate a permanent household hazardous waste (HHW) facility and have agreed to make these HHW collection facilities available for the citizens of the participating members of the SWMD; and,

WHEREAS, Jackson County has participated in the regional HHW collection program since its inception in 1997; and,

WHEREAS, 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 wastes; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Health Fund are needed to cover the cost of the intergovernmental cooperative agreement with the MARC SWMD; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Health Fund are required to be designated for use for the MARC SWMD Household Hazardous Waste program; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Environmental Health Division of the

Public Works Department within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the Health Fund non-departmental budget or otherwise for calendar year 2018 by the Environmental Health Division within the Public Works Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the Health Environmental budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Reserve 002-8006	56835 – Reserve Operating	\$23,829	
Health Fund Non-Departmental 002-5102	56790-Other Contractual Srvs		\$23,829

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached agreement with the MARC Solid Waste Management District, to participate in the Regional Household Hazardous Waste Centers, at a cost to the County not to exceed \$23,828.70; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19758 of March 5, 2018, was duly passed on March 12, 2018 by the Jackson County Legislature. The votes thereon were as follows:

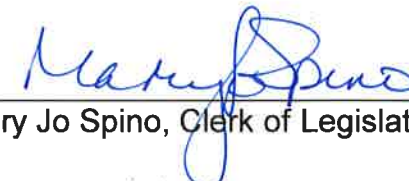
Yeas 8

Nays 0

Abstaining 0

Absent 1

3.12.18
Date


Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 002 8006 56835
ACCOUNT TITLE: Health Fund
Reserve - Operating
NOT TO EXCEED: \$23,829.00

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.

ACCOUNT NUMBER: 002 5102 56790
ACCOUNT TITLE: Non-Departmental
Other Contractual Srvs
NOT TO EXCEED: \$23,829.00

3/1/18
Date


Chief Administrative Officer

**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 SE 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, 2018.

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 \$23,828.70 to participate in the 2018 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 \$1.05 applied to 2016 U.S. Census Population Estimate 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, 2018. 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 200, 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 Insurance

A. *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.

MARCO Solid Waste Management District:



Date:

10/18/17

Chris Bussen, Chair

Participating Member:

Date: _____

Print Name

Print Title

2018 Regional Household Hazardous Waste Collection Program		
Attachment 1	2016	\$1.05
Community	Population Estimates	per capita
Archie	1,210	\$ 1,270.50
Belton	23,290	\$ 24,454.50
Blue Springs	54,431	\$ 57,152.55
Buckner	3,055	\$ 3,207.75
Camden Point	536	\$ 562.80
Claycomo Village	1,471	\$ 1,544.55
Cleveland	670	\$ 703.50
Dearborn	508	\$ 533.40
Drexel	959	\$ 1,006.95
Edgerton	587	\$ 616.35
Excelsior Springs	11,522	\$ 12,098.10
Garden City	1,630	\$ 1,711.50
Gladstone	27,114	\$ 28,469.70
Glenaire	581	\$ 610.05
Grain Valley	13,684	\$ 14,368.20
Grandview	25,190	\$ 26,449.50
Greenwood	5,658	\$ 5,940.90
Hardin	539	\$ 565.95
Harrisonville	10,042	\$ 10,544.10
Kearney	9,790	\$ 10,279.50
Lake Lotawana	2,047	\$ 2,149.35
Lake Tapawingo	724	\$ 760.20
Lake Waukomis	910	\$ 955.50
Lake Winnebago	1,160	\$ 1,218.00
Lawson	2,406	\$ 2,526.30
Liberty	30,614	\$ 32,144.70
Loch Lloyd	725	\$ 761.25
Lone Jack	1,160	\$ 1,218.00
North Kansas City	4,376	\$ 4,594.80
Oak Grove	7,994	\$ 8,393.70
Orrick	807	\$ 847.35
Parkville	6,514	\$ 6,839.70
Peculiar	4,979	\$ 5,227.95
Platte City	4,872	\$ 5,115.60
Pleasant Hill	8,444	\$ 8,866.20
Pleasant Valley	3,067	\$ 3,220.35
Raymore	20,839	\$ 21,880.95
Raytown	29,261	\$ 30,724.05
Richmond	5,575	\$ 5,853.75
Riverside	3,227	\$ 3,388.35
Smithville	9,455	\$ 9,927.75
Sugar Creek	3,304	\$ 3,469.20
Weatherby Lake	1,923	\$ 2,019.15
Weston	1,753	\$ 1,840.65
Wood Heights	697	\$ 731.85
Unincorporated Cass County	24,997	\$ 26,246.85
Unincorporated Clay County	15,776	\$ 16,564.80
Unincorporated Jackson Co.	22,694	\$ 23,828.70
Unincorporated Platte County	27,759	\$ 29,146.95
Unincorporated Ray County	11,341	\$ 11,908.05
Source: marc.org/data&economy/MetroDataLine/Currentpopulationdata		