

Intergovernmental Agreement for a Household Chemical Roundup Program

THIS AGREEMENT is made and entered into as of the ____ day of March in the year 2015, by and between the City of Brighton, a home rule municipality of the State of Colorado (hereinafter “the City”), and Tri-County Health Department, (hereinafter “TCHD”), the District Public Health Agency of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Dr., Suite 100, Greenwood Village, Colorado 80111.

THIS AGREEMENT establishes the service that TCHD will perform as the organizational and managerial entity for the Adams County Household Chemical Roundup Program (hereinafter “the HCR Program”) for the term of January 1, 2015 through December 31, 2015.

RECITALS

- A. Said proposal by TCHD will assist in providing a safe and viable disposal option for household chemical waste for the citizens of Adams County. Participating entities providing funding are Adams County, City of Brighton, City of Commerce City, City of Federal Heights and the City of Thornton¹. Each participating entity will enter separate agreements with TCHD, but will act collectively as a Committee within the Program;
- B. A description of the Program, as designed by the participating entities, and guidelines for participation in the Program, are set forth in the Participation Guidelines, attached as Exhibit A;
- C. The essential elements of the proposal by TCHD, as referenced above, are set forth in the certain document entitled “ Tri-County Health Department, Work Breakdown Structure (WBS), (hereinafter “WBS”) for the Adams County HCR Program attached as Exhibit B;
- D. Said proposal by TCHD will assist in protecting the health and safety of the citizens of Adams County;
- E. The City, by and through its City Council, has accepted the proposal from TCHD, as described above;
- F. The City and TCHD mutually desire to embody their understanding and agreement in a written document as set forth herein.
- G. Intergovernmental agreements to provide functions or services by political subdivisions (includes cities and counties) of the State of Colorado are specifically authorized by state law, Colorado Revised Statute 29-1-203.

IN CONSIDERATION OF the mutual obligation of the City and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and TCHD agree as follows:

SECTION 1. SCOPE OF WORK

1. Performance by TCHD: TCHD shall plan and manage the HCR Program pursuant to the terms and conditions set forth in Exhibit B, as well as contract with a reputable private hazardous waste disposal contractor to properly collect and dispose of the Household Chemical Waste as contemplated herein. TCHD acknowledges that the City shall not be a

¹ The Agreement will be amended if, and at such time, any funding entity is added to or deleted from the Program during the period of performance.

party concerning TCHD's contract with a private hazardous waste disposal contractor to collect and dispose of waste resulting from the HCR Program and TCHD shall not be the City's agent for the HCR Program. TCHD also acknowledges that it is solely responsible for the proper operation and supervision of all event operations as specified in Exhibit B.

2. Limited Obligations: The City's obligations are limited to its financial contribution as specified herein and in Exhibit A and participation as a Household Chemical Roundup Committee member as specified in Exhibit A. Additional HCR Program services, if any, shall be subject to subsequent review and negotiation.

SECTION 2. HOUSEHOLD WASTES ACCEPTED AND EMERGENCY RESPONSE

1. The Program will accept Household Chemical Wastes (hereinafter "HCR") and certain recyclable wastes from households. HCR, as contemplated herein, shall be defined as solid wastes which would be specified in 40 C.F.R. Sec. 261.2 (*the Definition of Solid Waste*), but which are exempt from regulation pursuant to 40 C.F.R. Sec. 261.4(b)(1) as household generated wastes. The Program will not accept wastes from businesses. The Program will not accept any wastes that contain radioactive, biological, explosive, or asbestos components. The recyclable household solid wastes as defined in 40 C.F.R. Sec. 261.2 that the HCR Program will accept include, but are not limited to, motor oil, certain vehicle tires and automotive batteries.
2. The Emergency Response Plan and the Health and Safety Plan for the HHW Program events will specify notification and response procedures for any accident that may occur at the events, and will designate the responsible parties for any cleanup or damage that may result from accidents at any event.

SECTION 3. COMPENSATION FOR SERVICES

1. TCHD's direct labor expenses (wages and fringe) for the HCR Program shall not exceed \$50,000.00 for the term of the Program, unless authorized by the Committee, as defined in Exhibit A.
2. The City of Brighton will pay a pro-rated portion of the cost of the program, not to exceed \$14,000.00, based on the number of City of Brighton residents that utilize the service. TCHD will work with the City of Brighton to develop a method for tracking and limiting participants from the City of Brighton in order to control costs.
3. TCHD will invoice the participating jurisdictions for their pro-rated share of one half of its estimated expenses after the first event, and will invoice the participating jurisdictions for their pro-rated share of the remainder of its actual expenses, up to the specified not-to-exceed amount, after the second event and no later than December 31, 2015, all pursuant to the payment provisions set forth in Exhibit A hereto.

SECTION 4. BASIS FOR CALCULATING COSTS

1. TCHD will calculate the cost to each participating jurisdiction as outlined in Exhibit A, Section V. Program Financing. Total costs allocated among the participating jurisdictions, after deduction of Program revenues, include all contractors' fees; operational costs of the events and TCHD's direct and indirect management costs as outlined in Exhibits A and B.

SECTION 5. PAYMENT

1. Payment to TCHD. The City shall make all payments to TCHD, pursuant to the terms set forth in Sections 3 and 4 herein, within 30 days from the date of the City's receipt of an invoice from TCHD.

2. Other payments. TCHD shall be responsible for all payments to the vendor(s) that provide collection, transportation and disposal services.

SECTION 6. TERMINATION

1. Either party may withdraw from this Agreement, which withdrawal shall be effective after (90) days written notice has been given to the other party to the Agreement. The withdrawing party will be discharged from its obligations hereunder, except as provided for in Section 8 herein, provided that it has paid all outstanding financial contributions for which it is obligated under this Agreement. The terms and obligations for this Agreement will be and remain in full force and effect as to the remaining party.

SECTION 7. INSURANCE

1. TCHD is recognized as a political subdivision of the State of Colorado. As such, it is governed by the Colorado Governmental Immunity Act.
2. TCHD shall maintain auto liability insurance.

SECTION 8. INDEMNIFICATION

To the extent permitted by Colorado law, and subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., the parties agree to be responsible for their own or their employees' or agents' grossly negligent or intentional tortuous actions or omissions in connection with the program. Each party agrees to hold harmless and indemnify the other party to this Agreement to the extent provided by law, for any and all damages, costs, fines, forfeitures, penalties, judgments and other losses, including attorneys' fees and technical consulting fees, which any of them may incur or pay out as a result of death, personal injury, property damage, contamination of the environment or violation or alleged violation of any laws, regulations or orders. Such laws, regulations or orders include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended. This provision applies to the extent such liability is caused by or arises out of any negligent, grossly negligent, or intentional tortuous act or omission of any party or its employees or agents. The right to indemnification shall include the right of the indemnitor to conduct the defense of the indemnitee. Nothing herein shall be construed as a waiver of the immunity granted by the Colorado Governmental Immunity Act, C.R. S. 24-10-101, *et seq.*, or otherwise provided by law, by any party. Indemnification for any act of an agent shall not impede the parties' rights to seek restitution or contribution from such agent.

SECTION 9. GENERAL PROVISIONS

1. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or to enforce any rights hereunder except as specifically provided herein.
2. This Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing.
3. It is the intent of the parties to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. Therefore, the parties agree that this agreement shall terminate at the end of each party's current fiscal year.
4. This Agreement shall be governed by the laws of the State of Colorado.

Liaisons: For Tri-County Health Department: Ellen Kennedy
Tri-County Health Department
6162 S. Willow Drive, Suite 100
Phone: (720) 200-1592

For the City: Scott Olsen
Stormwater Coordinator
Utilities Department
City of Brighton
500 South 4th Avenue
Brighton, Colorado, 80601

IN WITNESS WHEREOF the City of Brighton, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this AGREEMENT on the respective dates set forth below.

CITY OF BRIGHTON
STATE OF COLORADO

By: _____
City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

TRI-COUNTY HEALTH DEPARTMENT

By: _____
John M. Douglas Jr., M.D.
Executive Director

Date: _____

ATTEST:

Mark Hoskins, Director of Administration and
Finance