

Intergovernmental Agreement for a Household Chemical Roundup Program

THIS AGREEMENT is made and entered into as of the ____ day of _____ in the year ____, 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, 2018 through December 31, 2018.

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

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.

Chemical Waste as contemplated herein. TCHD acknowledges that the City shall not be a 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 event will specify notification and response procedures for any accident that may occur at the event, and will designate the responsible parties for any cleanup or damage that may result from accidents at the 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 \$15,000.00, 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 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, no later than December 31, 2018, 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 event 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

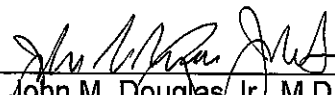
Date: _____

ATTEST:

APPROVED AS TO FORM:


City Attorney

TRI-COUNTY HEALTH DEPARTMENT

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

Date: 2/28/18

ATTEST:



Theresa Fox, Director of Administration and
Finance

EXHIBIT A

PARTICIPATION GUIDELINES

PARTICIPATION GUIDELINES
For the 2018
ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM

The following guidelines specify arrangements for local jurisdictions and supporting organizations in Adams County to implement a short term Program for the collection, recycling or proper disposal of common household chemicals.

I. Long Term Program Goal

It is the goal of the Program participants that this effort will evolve into a sustainable and comprehensive Household Chemical Roundup Program providing equitable service countywide and steadily reducing the unit cost of participation. At the end of the term of the Agreement outlined in these guidelines, the participating jurisdictions and organizations will evaluate the level of support and the options for a permanent program, based on recommendations of the Household Chemical Roundup Committee described below. Such program will be designed to serve Adams County residents at a minimum, but may also be a collaborative effort with other jurisdictions in the region.

II. Participating Organizations

Participating organizations may include Adams County, municipalities wholly or partially within Adams County, Tri-County Health Department, Special Districts and other public and private sector organizations that wish to support the Program.

III. Program Area

The Program area will be defined by the boundaries of the jurisdictions that participate in the Program.

IV. Program Management

The participating organizations will execute an Agreement to formalize these guidelines and additional financial, management and organizational elements of the Program.

V. Program Financing

Participating organizations will fund the Program in the following manner:

1. Each participating jurisdiction will pay a pro-rated portion of the cost of the Program based on the number of participants that utilize the service from that jurisdiction (i.e., pay on the basis of actual participation).
2. Financial contributions to the Program from other public and private organizations will be applied to the total Program cost prior to allocation of the remaining costs among the participating jurisdictions.
3. For purposes of accurately allocating event costs, individuals participating in collection event will be required to demonstrate proof of residence. However, for the calendar year 2018, in instances where there are participants from Adams County jurisdictions

that are not participating in this Program, or when the jurisdiction of a household cannot be identified, the recycling/disposal costs for these participants will be allocated as follows:

- a. Sponsors will equally share the costs of participants from jurisdictions outside the Program area and the costs of waste collected from the event volunteers. Every effort will be made to limit outside participation.

VI. Term of Program

This Agreement will be for a period of one year, for the period beginning January 1, 2018 and ending December 31, 2018. Draft Agreements for the period beginning January 1, 2019 and ending December 31, 2019 shall be submitted by TCHD to Program sponsors no later than December 31, 2018.

VII. Program Description

For the period of the Agreement, the Adams County Household Chemical Roundup Program will consist of one 1-day collection event. Any modifications or additions to this Program will be agreed upon in writing by all participating jurisdictions.

VIII. Event Locations

1. The Household Chemical Roundup event will be held in Adams County. The participating jurisdictions have collectively identified the following site to maximize event participation by Adams County residents:
 - a. Spring event (May, 2018)
 - Federal Heights (Water World at 88th & Pecos)

IX. Roles and Responsibilities of Participating Organizations

1. Each participating organization will appoint a representative to the Household Chemical Roundup Committee identified below and will actively participate in the Program.
2. Each participating organization will identify in-kind services it will contribute to the Program to reduce overall costs. This voluntary contribution will be independent of any financial obligations set forth in the Agreement.
3. The participating organizations will collectively solicit additional sources of financial and in-kind Program support from other private and public entities.
4. The participating organizations will actively solicit volunteers to provide labor for the event, which includes staffing the various registrations, waste collection and recycling stations. Volunteers may be staff from the HCR Committee member organizations, host site organizations, or other public or private entities, or may be members of the community. In the event that the minimum amount of labor required for an event has not been attained (as determined by TCHD), TCHD will supplement the volunteer labor force with TCHD employees.
5. TCHD will assume responsibility for coordinating, managing and marketing the Program and staffing the Household Chemical Roundup Committee. The participating

jurisdictions will compensate TCHD for associated costs, as outlined in the attached Work Breakdown Structure.

X. Household Chemical Roundup Committee

A Household Chemical Roundup Committee will be created, consisting of an appointed representative from each participating organization. The Committee will have the responsibilities outlined below. Additional staff from the participating organizations may participate in Committee meetings, as appropriate.

1. Committee responsibilities: Planning, managing and promoting the Program pursuant to the terms of the Agreement, including, but not limited to the following:
 - i. Developing specifications for and selecting the waste disposal and recycling contractor(s);
 - ii. Determining whether donations will be solicited from event participants;
 - iii. Determining whether fees will be assessed for the management of certain categories of wastes (e.g., tires), and, if so, setting the level of such fees;
 - iv. Developing educational materials associated with the Program and mechanisms for their distribution;
 - v. Determining the date of the collection event;
 - vi. Promoting the Program and identifying new methods and target areas to increase participation;
 - vii. Soliciting event volunteers;
 - viii. Collecting and maintaining data on participation, costs, in-kind contributions, volunteers and other elements of the Program;
 - ix. Evaluating the Program;
 - x. Evaluating level of support for the program from both management of participating organizations and the public in the Program area; and
 - xi. Evaluating level of support and options for a permanent program.
2. The Committee will seek to make decisions by consensus. Consensus will be defined as the majority decision made by the participating jurisdictions either at meetings, via e-mail or by phone.
3. To the extent the Committee fails to address or make a decision on any of the Committee responsibilities listed above, TCHD will assume those responsibilities.

EXHIBIT B

TRI-COUNTY HEALTH DEPARTMENT WORK BREAKDOWN STRUCTURE

**TRI-COUNTY HEALTH DEPARTMENT
WORK BREAKDOWN STRUCTURE
For the
2018 ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM**

Presented below is Tri-County Health Department's (TCHD) work breakdown structure (WBS) for the Adams County Household Chemical Roundup (HCR) Program for 2018. The work elements (WE) and sub-elements of this WBS include scope of the Program to meet the objectives set forth in the Agreement(s) among the HCR Program participants.

WORK BREAKDOWN STRUCTURE

For the purposes of coordinating a one year Household Chemical Roundup Program, TCHD proposes the following WBS for 2018 in which TCHD will manage and coordinate the HCR Program for participating organizations within Adams County:

WE .10 PROGRAM MANAGEMENT

- WE .11 Resource Agency for Residents and Staff
- WE .12 Implementation of HCR collection events
- WE .13 Selection and Management of Solid and Hazardous Waste Contractors
- WE .14 Program Reports and Evaluation
- WE .15 Financial Management and Reporting
- WE .16 Staff Training and Development

WE .20 EVENT PLANNING OPERATIONS

- WE .21 Event Forms
- WE .22 Marketing Coordination
- WE .23 Volunteer Management
- WE .24 Emergency Personnel Coordination
- WE .25 Resource Coordination
- WE .26 Vendor Coordination

WE .30 MEETINGS

- WE .31 Program Development and Contracts
- WE .32 Contractor Coordination
- WE .33 Pre-Event Planning and Logistics
- WE .34 Post-Event
- WE .35 Program Evaluation and Recommendations

WE .40 EVENT OPERATIONS

- WE .41 Program Coordinator
- WE .42 Site Manager
- WE .43 Staff Personnel

WE .50 OUTREACH AND EDUCATION

- WE .51 Customer Service
- WE .52 Educational Materials
- WE .53 Presentations
- WE .54 Inter-agency Coordination and Awareness

GENERAL ASSUMPTIONS

1. The period of performance for the services under this scope of work is January 1, 2018 to December 31, 2018.
2. TCHD's proposed level of effort for this program is based on one collection event during the period of performance.
3. The HCR Committee will select the event location and date.
4. TCHD will conduct Program activities under the guidance of the HCR Committee described in the Participation Guidelines.

Note: Best estimates for the hazardous waste contractor's handling and disposal costs, the antifreeze/waste oil contractor's recycling and disposal costs, and other projected costs of program are indicated in a separate document, Projected Budget for 2018, that is attached, but is not part of this WBS.

WE .10 PROGRAM MANAGEMENT

This work element includes a description of TCHD's labor activities to administer the HCR program.

- WE .11 TCHD will act as the primary resource agency for staff and residents of participating jurisdictions regarding Household Chemical Waste. This will include providing information about HCR prevention, proper disposal, and regulatory issues pertinent to HCR.
- WE .12 TCHD will plan and implement one household chemical roundup collection event in 2018. Specific activities related to this are elaborated below.
- WE .13 TCHD will manage contractors for hazardous and solid waste management services for the Program at the collection event, identifying cost effective waste management options, reviewing the Contractors' invoices and paying the Contractors.
- WE .14 TCHD will prepare a report after the event and an annual Program report. The event report will include Program statistics such as total number of participants and/or households by jurisdiction, quantities of materials collected detailed Program costs and cost per participant. The final report will include statistics from the event, annual unit and summary costs, Program evaluation and recommendations and other information as determined by the HCR Committee. If requested, TCHD will assist HCR Committee members in presenting to management 2018 Program results and recommendations for the future of the Program.
- WE .15 TCHD will track all revenues and expenses associated with the implementation of the HCR program and provide accurate and timely financial reporting to committee members upon request.

WE .16 TCHD will be responsible for ensuring that staff has adequate training and development to competently provide the services outlined in the WBS.

WE .20 EVENT PLANNING OPERATIONS

This work element includes labor, materials, and coordination efforts associated with collection event planning. Planning efforts will occur in advance of the collection event.

WE .21 TCHD will prepare, revise and produce standardized Event Forms that will be used to collect participant information such as types of HCR materials disposed, length of time stored, participant demographics, etc. Forms include a Participant Registration Form, Volunteer Registration and Release Form(s), Drop N' Swap Disclaimer Form, and an Event Evaluation Form. These materials will be utilized for the CY2018 collection event.

WE .22 TCHD will coordinate marketing efforts to assist the HCR Committee in promoting the event. Coordination includes preparing and distributing press releases, event flyers, and other event promotional materials such as posters. New market identification will be a key component to the success of this event and the future of the program. This activity includes an evaluation of collection area demographics to maximize event participation and increase countywide service. New market identification and development of marketing strategies will be a HCR Committee function.

WE .23 TCHD will provide volunteer management services to the HCR Committee. These services include:

- a) Based on the estimated size of the event, TCHD will determine volunteer manpower needed to assist in event operations.
- b) TCHD will prepare and manage a HCR volunteer database. The database will be utilized to organize and assign duties to the primary labor force for event operations. TCHD will prepare and maintain the database during the period of performance. TCHD will solicit volunteers, but will assume the HHW Committee will also provide TCHD names of volunteers through solicitations both in-house and within the community.
- c) Prior to the event, TCHD will prepare a Labor Force Assignment spreadsheet that will assign tasks to both the Contractor and Volunteer workforce.
- d) TCHD will plan for volunteer needs during the event. Volunteer needs include, for example, food, drink, personal protective equipment (PPE), training, sanitary facilities, shelters, volunteer mementos, phone service, and parking. For this work element, TCHD will solicit in-kind contributions from the HCR Committee, the host site and industry leaders in the community.
- e) TCHD will develop, administer, and evaluate the results of a Volunteer Survey to find ways to improve future event(s).

- f) TCHD will prepare and mail Volunteer and donor/sponsor "Thank You" letters following the event.
- WE .24 The event requires participation from the local Fire Department, Hazardous Material Response Team, and possibly the Police Department for traffic control. TCHD will coordinate with these entities for collection event within this Program.
- WE .25 TCHD will identify and coordinate the provision of supplies, equipment and services needed for the event. This includes but is not limited to signs, traffic control devices, tents, dumpsters, sanitary services and other equipment or services needed. TCHD will procure these items directly or coordinate with participating jurisdictions to obtain the necessary resources.
- WE .26 TCHD will coordinate event vendors for the disposal and/or recycling of materials collected at the event, including household hazardous wastes, solid waste, and recyclables such as cardboard, metal, tires, batteries, used oil, and antifreeze.

WE .30 MEETINGS

Coordination between TCHD and the Committee will require numerous meetings during the year. This scope of work breaks meetings into the following categories:

- Program Development
 - Contractor Coordination
 - Pre-Event Planning and Logistics
 - Post-Event
 - Program Evaluation/Recommendation
- WE .31 TCHD proposes to conduct Program Development meetings to address finalizing contractual agreements with Program sponsors, finalization of the program budget, selection of the number of events and event locations, development of marketing strategies, identification of new "markets" or target populations and the selection of the HCR disposal contractor.
- WE .32 TCHD will conduct a meeting with the contractor(s) to assure 2018 program scope, dates and operational expectations are clear and renew / extend the contract.
- WE .33 TCHD assumes that the event will require one Pre-Event Planning and Logistics Meeting. A sample agenda may include site layouts, traffic flow patterns, contractor responsibilities, volunteer staffing and training, outside agency support (Police/Fire/Hazmat), PPE, site safety, and resource identification.
- WE .34 One Post Event Meeting will be held after the event to summarize survey data, contractor's preliminary tabulation of materials collected, donations, expenditures, etc.

- WE .35 An Evaluation/Recommendation Meeting will be held to evaluate the overall CY 2018 Program, to outline the Final Report and to identify recommendations to incorporate into the planning of the Program for CY 2019.

WE .40 EVENT OPERATIONS

This work element includes scope for TCHD to coordinate event operations on the day of the collection event. In-kind services provided by the HCR Committee members or TCHD are also identified in this work element.

- WE .41 TCHD's Program Coordinator will oversee and manage the collection event. This includes coordination with and management of the contractors during set up, on event day and during break down, which may extend beyond the day of the event. The Coordinator will act as the co-manager of site safety along with the hazardous waste disposal contractor. At the end of the event, the Coordinator will collect all participant surveys, donations and volunteer waivers and document preliminary participation results for the event.
- WE .42 TCHD will provide a Site Manager for the collection site. Duties will include volunteer training, involvement in planning activities, oversight of volunteer assignments and workforce adjustments, management of donations, site layout, signage, documentation of event activities, and making waste refusal decisions with the Program Coordinator. The Site Manager will act as the co-manager of site safety if the Program Coordinator is not on-site. Post event activities will include event critique and Program recommendations.
- WE .43 Other than TCHD and Contractor labor, it is assumed that all other labor for event operations will be in-kind, provided by HCR Committee members' jurisdictions or volunteers.

WE .50 OUTREACH AND EDUCATION

- WE .51 TCHD will provide information to residents of participating jurisdictions about HCR issues, including suggestions for proper disposal. TCHD will act as the lead referral agency for resident inquiries by telephone, the Internet, or written request.
- WE .52 TCHD will coordinate the revision, printing and distribution of educational materials to encourage Pollution Prevention and proper management of household chemicals. It is anticipated that other Program sponsors will provide in-kind services to assist TCHD in the distribution of educational materials.
- WE .53 TCHD will provide presentations on HCR and related issues upon request to interested groups, such as homeowner's associations, citizen advisory committees, etc.

WE .54 TCHD will coordinate with other agencies within participating jurisdictions to increase awareness of HCR issues and resources available to them through this Program.

