

County Request No. 387

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/04/2024 Department: Engineering

State the nature of the legal request: _____

Form and Legality MOU renewal Hazardous Waste Disposal-MWC

RECEIVED

JUN 06 2024

CIVIL DIVISION
DISTRICT ATTORNEY

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/6/24

[Signature]
Assistant District Attorney

Agreement for Household Hazardous Waste Disposal

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the Board of County Commissioners of Oklahoma County (“Participant”) and the Midwest City Municipal Authority, a public trust (“Midwest City”).

WITNESSETH:

WHEREAS, the parties are entering into this Agreement to define the participation and expectations of each party, and to coordinate a program for the collection and management of household hazardous waste (“HHW”); and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of hazardous waste collection and disposal programs for MS4 permits; and

WHEREAS, it is extremely important to the environment to divert as much HHW as possible out of the normal solid waste stream and into a program designed to dispose of the HHW appropriately; and

WHEREAS, HHW is a waste that would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household; such HHW consisting of numerous products common to the average household such as pesticides, paints, polishes, cleaners and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinating activities under the terms of this Agreement; and

WHEREAS, each party has determined that a regional cooperative HHW education, collection and management program will provide increased convenience and participation, and possibly result in a lower cost per participant and cost savings to all parties;

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of this Agreement is to establish a regional HHW education, collection and management program to effect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.
2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2025 (the Term).

3. Participant and Midwest City shall have the right to terminate their participation under this Agreement at any time during the term of this Agreement for any reason including, but not limited to, their own convenience. If either party under this Agreement elects to withdraw or terminate its participation under this Agreement prior to the end of its term, the withdrawing party shall give the other party thirty (30) days prior written notice of the termination. Each party, prior to terminating or withdrawing from this Agreement, must meet all financial commitments and other obligations under this Agreement up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall have been satisfied.

4. This Agreement may be renewed each year upon mutual agreement of the parties. Requests for renewal shall be in the form of a letter from Participant and must be received by Midwest City in April. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that Participant will not be permitted to renew this Agreement if Participant is in arrears in payment of charges for services rendered pursuant to this Agreement.

5. Midwest City agrees to accept HHW from residents of Participant, with the understanding that Midwest City will maintain an accounting of the HHW amounts and the cost of their management. The residents will be required to provide proof of residency in Participant before Midwest City will accept any HHW from them, and they must comply with all ordinances and policies for the disposition of HHW established by Midwest City, as may be amended from time to time. Participant agrees that Midwest City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license or other government-issued photo identification.

6. Midwest City will bill Participant monthly, separately listing each collection occurrence, and Participant shall reimburse Midwest City in accordance with the terms of this Agreement. Participant hereby agrees to appropriate and encumber funding for this Agreement and the services to be provided, and to timely pay for services provided.

7. Billings are due thirty (30) calendar days after the date the bill is mailed. If payment is not received by the due date service to residents of Participant will be subject to termination seven (7) calendar days after the due date if payment is not received.

8. Midwest City shall assess a fee based on the weight delivered by participating residents not to exceed Six Thousand (\$6,000) Dollars unless mutually agreed to by both parties to this agreement. The fee structure per each resident per arrival or entry shall be determined by the following scale:

≤ 30 lbs.	\$35.00	> 200 and ≤ 300 lbs.	\$320.00
> 30 and ≤ 65 lbs.	\$70.00	> 300 and ≤ 400 lbs.	\$450.00
> 65 and ≤ 130 lbs.	\$125.00	> 400 lbs.	\$925.00
> 130 and ≤ 200 lbs.	\$210.00		

Note: Minimum charge per vehicle per arrival = \$35.00 *

Maximum charge per vehicle per arrival = \$925.00

* There is no charge for antifreeze, batteries, or used oil.

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Midwest City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial businesses or institutions will be accepted. No products from commercial vehicles will be accepted.

10. Both parties to this agreement shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. This Agreement shall be deemed effective and legally binding upon execution by both of the parties hereto.

12. This Agreement may be amended upon the mutual agreement of the parties.

13. All notices required to be given hereunder shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail) to the following addresses:

(a) To Midwest City:
City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

and

Storm Water Quality Manager
8730 SE 15th St.
Midwest City, Oklahoma 73110

(b) To Participant:

Board of County Commissioners
Oklahoma County
Engineering Department
320 Robert S. Kerr, Suite 101
Oklahoma City, Oklahoma 73102

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

14. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

15. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

16. The parties hereto agree that it is not their intent to create any rights in or benefits to any third parties, and that no third party beneficiaries shall be created nor shall be deemed to be created by this Agreement.

17. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved in a court of competent jurisdiction in Oklahoma County, Oklahoma.

18. This is the complete agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform to this document. No party or agent of any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by the parties hereto.

19. Time shall be deemed to be of the essence of this Agreement.

20. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice during which to cure any breach prior to the termination of this Agreement. Provided, however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

21. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and shall not affect the validity of the remaining provisions of this Agreement.

Approved and executed this _____ day of _____, 20____.

**BOARD OF COMMISSIONERS
OKLAHOMA COUNTY**

Brian Maughan, Chairman

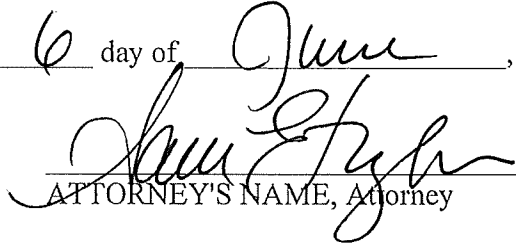
ATTEST: (Seal)

Myles Davidson, Member

Maressa Treat, County Clerk

Carrie Blumert, Vice Chair

REVIEWED for form and legality this 6 day of June, 2024



ATTORNEY'S NAME, Attorney

Approved and executed by the Midwest City Municipal Authority, a public trust, this _____
day of _____, 20__.

**MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust**

TIM LYON, General Manager

ATTEST: (Seal)

SARA HANCOCK, Secretary

REVIEWED for form and legality this _____ day of _____, 20__.

DONALD MAISCH, City Attorney