

Summary of changes to the 2010 Interlocal agreement

Section 6.2 was changed to reflect that we will extend the contract with our current vendor for the 2010 program. This option was written into the NO HAZ bids that were received for the 2008-2010 program years.

Section 7.2 was changed to increase the number of participants that the worker requirement and/or fees are based on. This is in response to the fact that most communities had significantly higher numbers of participants last year. It also has been added that each community is required to supply an additional worker at the collection event to be held at Oakland University.

Section 7.7 is a new section which states that if a community wants to limit the number of participants it will allow at the collection events, it is the responsibility of the community to work with the county to develop a process to manage this, and the community's responsibility to administer this process at the collection events.

Section 7.8 is a new section which states that if a community does not want to charge participants \$10 each, it is the responsibility of the community to work with the county to develop a process to manage this, and the community's responsibility to administer this process at the collection events.

Section 9.1 has been changed completely. The previous language was as follows:

- Unless prohibited by law, the MUNICIPALITY agrees to indemnify, defend, and hold harmless the COUNTY and/or any COUNTY AGENT from any CLAIM(S), loss, or damage connected to or resulting from any work done by the MUNICIPALITY and/or any MUNICIPALITY AGENT'S under this AGREEMENT, unless such loss or damage is caused by the MUNICIPALITY and/or MUNICIPALITY AGENTS following direct instructions from COUNTY AGENT(S).

The new language is as follows:

- Each party shall be responsible for its own acts and/or omissions and the acts and/or omissions of its employees and agents under the terms of this Agreement, the costs associated with those acts and/or omissions, and the defense of those acts and/or omissions. This Agreement does not, and is not intended to, waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

Exhibits A and B at the end of the agreement are updated to reflect the new administrative budget, and estimated costs for the program. These estimates include holding a fourth collection.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF ROCHESTER HILLS**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. **PURPOSE OF AGREEMENT.** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. **GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS.** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 “AGENT” OR “AGENTS” of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 “AGREEMENT” means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1 Exhibit A (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2 Exhibit B (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 “CLAIM(S)” shall be defined to include any and all losses, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which the COUNTY and/or any COUNTY AGENT becomes legally and/or contractually obligated to pay, or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise and/or whether commenced or threatened and arising out of any alleged breach of any duty by the MUNICIPALITY or any MUNICIPALITY AGENT under or in connection with this AGREEMENT or are based on or result in any way from the MUNICIPALITY’S participation in the AGREEMENT.
- 5.6 “COLLECTION SCHEDULE” means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2010 year program in cooperation with the NO HAZ Board.
- 5.7 “COLLECTION SITE PROTOCOL” shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the

HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties

- 5.8 “**COUNTY**” means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.9 “**HAZARDOUS WASTE VENDOR**” shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 “**HAZARDOUS WASTE COLLECTION COSTS**” shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 “**MUNICIPALITY**” as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.12 “**NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD**” (“**NO HAZ BOARD**”) means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
6. **COUNTY RESPONSIBILITIES.** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such

contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

- 6.2 In 2007 the COUNTY prepared a Request for Proposal (RFP) that was used to solicit bids from potential HAZARDOUS WASTE VENDORS for the program, based on established program terms and conditions. The COUNTY, using its best efforts, selected and contracted with Environmental Recycling Group, a HAZARDOUS WASTE VENDOR for the program in 2008. The RFP included the option for two one-year contract extensions for the vendor selected. The COUNTY will use this option and contract with Environmental Recycling Group for the 2010 program.
- 6.3 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.4 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.5 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.6 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered by way of this survey shall only be used by the COUNTY for reasons directly related to the administration of the NO HAZ program which include, but are not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for each MUNICIPALITY participating in this AGREEMENT. Each NO HAZ BOARD member shall have the opportunity to review the addresses of participants to verify all are located within the MUNICIPALITY prior to invoices being sent out. All personal identifying information collected from MUNICIPAL residents shall be confidential and will not be released by the County except as required by law or court order.
- 6.7 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY'S RESPONSIBILITIES

- 7.1 Upon approval of this agreement, The MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests.

This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.

- 7.2 Each MUNICIPALITY with a population of 30,000 or less is required to provide a MUNICIPAL AGENT at each of the collection events. Each MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each of the collection events. Each MUNICIPALITY is required to provide one additional MUNICIPAL AGENT for the collection event held at Oakland University. In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS at each collection event, the MUNICIPALITY will be assessed the following fees: A MUNICIPALITY that had <125 participants or less at the 2009 NO HAZ events will be assessed \$50.00 per collection event in 2010. A MUNICIPALITY that had 126-500 total participants at the 2009 NO HAZ events will be assessed \$125.00 per collection event in 2010. A MUNICIPALITY that had 501 or more total participants at the 2009 NO HAZ events will be assessed \$250.00 per collection event in 2010. In the event a MUNICIPALITY was not a member of the NO HAZ Consortium in the 2009 program, and does not supply the required MUNICIPAL AGENTS at each collection event, the MUNICIPALITY will be assessed as follows: A MUNICIPALITY with a population of 10,000 or less will be assessed \$50.00 per collection event. A MUNICIPALITY with a population between 10,001 and 50,000 will be assessed \$125.00 per collection event. A MUNICIPALITY with a population over 50,000 will be assessed \$250.00 per collection event. 2000 census figures will be used to determine the population of each MUNICIPALITY. Each MUNICIPALITY will do its best to provide the required MUNICIPAL AGENTS at each collection event, as many workers are needed to make the collection events run smoothly.
- 7.3 The MUNICIPAL AGENT shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include the provision of MUNICIPAL AGENTS to oversee traffic control, greeting residents and administering the surveys, and taking donations.
- 7.4 At each collection event, MUNICIPAL AGENTS shall have each program participant fill out the survey provided by the COUNTY. These surveys shall be given to the COUNTY for purposes of calculating HAZARDOUS WASTE COLLECTION COSTS for participating MUNICIPALITIES
- 7.5 The MUNICIPALITY further agrees that no MUNICIPALITY AGENT, either as a result of or arising out of any act(s) by a MUNICIPALITY AGENT in the performance of any duty under this AGREEMENT, shall be considered to be a COUNTY employee or COUNTY AGENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses,

transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status or any alleged violation of any MUNICIPALITY AGENT'S statutory, contractual, constitutional or civil rights by the MUNICIPALITY, the COUNTY or any COUNTY AGENT. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

- 7.6 Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
- 7.7 If a MUNICIPALITY decides to limit the number of participants it will allow at a collection event, or for the entire program year, it will be the responsibility of the MUNICIPALITY to administer this process via a voucher, pre-registration or other process. Such process shall be communicated to and approved by the COUNTY in advance, to ensure smooth execution of process at collection events and to allow ample notice in applicable advertising.
- 7.8 The policy of the NO HAZ Consortium will be to charge each participant attending a collection event \$10.00 in 2010. If a municipality decides not to charge each participant attending a collection event \$10.00, it will be the responsibility of the MUNICIPALITY to administer this process. Such process shall be communicated to and approved by the COUNTY in advance, to ensure smooth execution of process at collection events.

8. **FINANCIAL RESPONSIBILITIES.**

- 8.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
- 8.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For

purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

8.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

8.3 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

8.4 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

8.5 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

8.6 MUNICIPALITY'S Failure to Pay

8.6.1 To the maximum extent provided by law, should the MUNICIPALITY fail, for any reason, to timely pay the COUNTY the amounts required under this AGREEMENT, the COUNTY Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund

("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the COUNTY, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any CLAIMS against the COUNTY, or its officials, for any such amounts paid to the COUNTY.

8.6.2 To the maximum extent provided by law, should the MUNICIPALITY fail, for any reason, to timely pay the COUNTY the amounts required under this AGREEMENT, the MUNICIPALITY agrees that upon notice from the Oakland COUNTY Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the COUNTY. Such funds shall be paid directly to the COUNTY. Further, the MUNICIPALITY waives any CLAIMS against the State or COUNTY, or their respective officials, for any such amounts paid to the COUNTY.

8.6.3 Neither of these provisions shall operate to limit in any way the COUNTY'S right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the COUNTY under this AGREEMENT. The remedies in this paragraph are available to the COUNTY on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

9. **EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT.**

9.1 Each party shall be responsible for its own acts and/or omissions and the acts and/or omissions of its employees and agents under the terms of this Agreement, the costs associated with those acts and/or omissions, and the defense of those acts and/or omissions. This Agreement does not, and is not intended to, waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

10. **HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY.**

10.1 The COUNTY shall seek the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

10.1.1 "The Contractor will protect, defend and indemnify all Municipalities participating in the North Oakland County

Household Hazardous Waste Program, together with their officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of participating MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

11. **LENGTH OF AGREEMENT.** This AGREEMENT shall remain in effect for one year after the effective date of the HAZARDOUS WASTE VENDOR CONTRACT or until cancelled or terminated by either Party pursuant to Section 12 below. If the MUNICIPALITY terminates this AGREEMENT after the program has commenced but before the expiration of the HAZARDOUS WASTE VENDOR CONTRACT, it shall nevertheless remain liable for its share of the ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS for the one-year term of the Agreement.

12. **COMMENCEMENT OF AGREEMENT.** This agreement shall not become binding upon either party until such time as the COUNTY becomes contractually obligated or owing to a HAZARDOUS WASTE VENDOR. Thirty (30) calendar days before the COUNTY becomes contractually obligated to the HAZARDOUS WASTE VENDOR, the COUNTY will send a copy of the proposed HAZARDOUS WASTE VENDOR contract, to the MUNICIPALITY for review. Along with a copy of the proposed HAZARDOUS WASTE VENDOR CONTRACT, the COUNTY will also send written notice to the MUNICIPALITY of its estimated ADMINISTRATIVE and HAZARDOUS WASTE VENDOR COSTS under the program. If the MUNICIPALITY concludes, in its sole discretion, that the cost of the program is too high or that indemnification and/or insurance specifications within the HAZARDOUS WASTE VENDOR CONTRACT are inadequate, the MUNICIPALITY shall notify the COUNTY, in writing, within 45 calendar days of the date of the COUNTY'S notice regarding costs of the program that it will not participate in the program. The MUNICIPALITY'S participation shall be cancelled upon the timely receipt of such notice. After the 45 calendar days notice period has expired under this section, the parties may only terminate this agreement as provided in Section 13 of this Agreement.
 - 12.1 The COUNTY reserves the right, at any time before it becomes contractually obligated to the HAZARDOUS WASTE VENDOR, to unilaterally cancel this agreement if it determines, in its sole discretion, that the number of participating MUNICIPALITIES is too small to economically support the cost of this program.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.** Once the agreement commences (as described in section 12 above) and the COUNTY becomes contractually obligated to the HAZARDOUS WASTE VENDOR, the parties may only terminate this AGREEMENT as provided below:
- 13.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the term of this Agreement.
- 13.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, upon default, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
14. **SUSPENSION OF SERVICES.** Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
15. **LIMITATION OF LIABILITY.** Except as expressly provided otherwise in this AGREEMENT, in no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages incurred by the other party whether in any action in contract or tort, whether or not the other Party has been advised of the possibility of such damages. The COUNTY'S liability for any damages hereunder shall in no event exceed the total HAZARDOUS WASTE COLLECTION COSTS paid by the MUNICIPALITY to the COUNTY. This AGREEMENT is intended to allocate the risks between the COUNTY and the MUNICIPALITY, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this AGREEMENT reflect this allocation of risk and the limitations of liability specified herein.
- 15.1 The COUNTY will use its best efforts and judgment in selecting a qualified and reputable HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the

COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

16. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
17. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
18. **DISCRIMINATION.** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
19. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
20. **RESERVATION OF RIGHTS.** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
21. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

22. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
23. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
24. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
25. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
26. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
27. **NOTICES.** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 27.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Waste Resource Management, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
- 27.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
-
- 27.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

28. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

29. **AGREEMENT APPROVAL AND AMENDMENT:**

29.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

29.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

30. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

31. **CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that he has been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____
Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Ruth Johnson
Clerk, Register of Deeds
County of Oakland

EXHIBIT A

2010 Projected NO HAZ Budget

2010 NO HAZ Program Cost Details		
Legal Management		\$3,607.00
Operational		\$8,840.00
Administration		\$20,993.00
Education and Outreach		\$15,139.00
TOTAL		\$48,579.00
2010 NO HAZ Hazardous Waste Disposal and Recycling Costs		
Per Car Fee		\$33.25 each
Cost for computer and electronic equipment		\$.09 per pound
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, additional collections may be needed, and the administrative fee will increase \$5,556 for each collection. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i></p>		

Summary of NO HAZ Program participation and costs
2003-2009

Community	2003 (households)	2003 costs	2004 (households)	2004 costs	2005 (households)	2005 costs
Addison	7	\$2,366.00				
Brandon	31	\$6,569.00	47	\$4,990.57	38	\$2,818.43
Commerce	174	\$20,746.00	189	\$13,680.59	156	\$9,673.54
Groveland	7	\$2,209.00	11	\$1,804.82	31	\$1,866.67
Orchard Lake	23	\$2,019.00	18	\$1,075.54	15	\$847.40
Oxford	34	\$7,017.00	33	\$5,054.25		\$0.00
Pontiac	23	\$21,304.00	45	\$16,727.30	70	\$8,063.78
Rochester	120	\$7,872.00	54	\$3,708.00	94	\$5,059.87
Rochester Hills	224	\$32,422.00	287	\$24,986.67	637	\$34,134.22
Waterford	288	\$19,215.00	322	\$26,084.43	265	\$17,466.95
White Lake	151	\$10,780.00	112	\$9,706.40	106	\$6,910.39
(other)	39	\$8,931.00	22	\$2,642.52		
TOTALS	1,114	\$139,084.00	1,140	\$110,461.09	1,412	\$86,841.25
Pounds collected	94,446		62,107		53,393	

Community	2006 (vehicles)	2006 costs	2007 (vehicles)	2007 costs	2008 (vehicles)	2008 costs	2009 (vehicles)	2009 costs
Addison		\$0.00	51	\$2,927.51	73	\$3,664.10	131	\$6,410.18
Brandon	41	\$3,215.78		\$0.00	252	\$12,052.66		
Commerce	112	\$8,445.44	197	\$12,065.30	288	\$15,455.61	786	\$37,872.06
Groveland	14	\$1,181.57	33	\$2,015.84	53	\$2,816.01	75	\$3,827.95
Lake Angelus		\$0.00		\$0.00	24	\$1,088.34	20	\$929.30
Oakland	190	\$11,340.65	234	\$12,255.20	346	\$16,380.04	517	\$24,269.97
Orchard Lake	8	\$591.91		\$0.00		\$0.00		
Orion	266	\$16,903.94	408	\$22,329.66	611	\$30,004.92	817	\$39,656.81
Oxford	110	\$7,107.95	177	\$9,711.96	253	\$12,591.74	369	\$17,784.37
Pontiac	48	\$7,520.85	86	\$8,621.24		\$0.00		
Rochester	89	\$5,401.98	125	\$6,736.74	253	\$11,772.90	245	\$11,816.12
Rochester Hills	406	\$26,651.85	523	\$30,546.41	1,299	\$62,378.47	2,160	\$102,643.37
Waterford	261	\$19,001.88	524	\$30,236.17	618	\$33,104.97	934	\$48,346.27
White Lake	100	\$7,389.73	235	\$13,203.99	274	\$14,027.22	564	\$27,311.08
TOTALS	1,645	\$114,753.53	2,593	\$150,650.02	4,344	\$215,336.98	6,618	\$320,867.48
Pounds collected	101,753		226,071		542,109		851,216	

Summary of NO HAZ Program participation and costs
2003-2009

WHEREAS Oakland County's Waste Resource Management Unit has facilitated the North Oakland Household Hazardous Waste Consortium (NO HAZ) since 2003; and

WHEREAS over 18,800 residents have attended NO HAZ collections, resulting in more than 1.9 million pounds of household hazardous waste materials being recycled or properly disposed of; and

WHEREAS the resident participation in the NO HAZ program has shown growth each year; and

WHEREAS Oakland County and the NO HAZ member communities are committed to the protection of public health, the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS participating in the NO HAZ program contributes to the Phase II Storm Water Permit requirements of our community; and

WHEREAS reduced revenue sharing and other economic stresses have affected our ability to provide our residents with a household hazardous waste program on our own; and

WHEREAS our community recognizes a substantial cost-savings by partnering with other communities to offer this valuable service to our residents; and

WHEREAS intergovernmental cooperation of services is looked upon favorably by the State; and when applying for grants; and

WHEREAS Oakland County's cost of facilitating the program and all other costs associated with the program are reimbursed by the member communities; and

WHEREAS without Oakland County's leadership, the future of the NO HAZ program would be questionable,

NOW THEREFORE BE IT RESOLVED, that _____ encourages the Oakland County Board of Commissioners to authorize the Oakland County Waste Resource Management Unit to continue facilitation of the NO HAZ program for an additional two years (2011 and 2012).

**THE NORTH OAKLAND
HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ), and

WHEREAS, the NO HAZ Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NO HAZ program, and,

WHEREAS, the NO HAZ Interlocal agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ Consortium.

Now Therefore be it Resolved: That our community, _____, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we hereby appoint _____ as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2010.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the _____, at a regular meeting held on _____.