

**MEMORANDUM OF UNDERSTANDING REGARDING
DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM LOCAL PARTNER COOPERATION**

This Memorandum of Understanding (MOU) sets forth the understanding between the [Insert Local Agency with Address], hereinafter referred to as the “Local Partner”, and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as the “County”. The Local Partner and the County are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, since 2022 the County has managed a program where the citizens of Douglas County may safely dispose of their household hazardous waste which can be picked up from their homes by a contractor using the Douglas County Household Hazardous Waste Collection Program (the "Program"); and

WHEREAS, the Program has been very successful in reducing improper disposal of hazardous waste in the County; and

WHEREAS, the County desires to continue financial partnering that was formed to support the previous waste diversion events prior to the dissolution of Tri-County Health; and

WHEREAS, Local Partner desires to cooperate with the County in ensuring the long-term viability of continuing the Program by providing a financial contribution that will help ensure its continued availability to the Local Partner’s community; and

WHEREAS, MS4 Permittees that participate in the Program can take credit for sponsorship of a waste diversion program in each of their respective annual reports to the Colorado Department of Public Health and Environment; and

WHEREAS, the County may solicit the participation of other local agencies and jurisdictions but will at all times remain primarily responsible for managing and funding the Program.

A. THE PROGRAM. The Program is expected to operate as described in the attached Exhibit A. Douglas County will maintain its contract with the Contractor to dispose of the household hazardous waste as contemplated herein and will secure other contracts or purchases necessary for facilitating the Program. Changes to the Program will be at the discretion of the County but reasonable efforts will be made to consult with the Local Partner to keep them up to date and solicited their input as appropriate.

B. COUNTY RESPONSIBILITIES. The County will contract with a vendor using their standard procurement best practices to ensure the Program will continue to serve local residents, manage

the Program to ensure it continues to provide timely and appropriate disposal services, and coordinate as needed with other entities who wish to partner with them for the Program.

C. LOCAL PARTNER RESPONSIBILITIES. The Local Partner will provide funding in the amount of _____ dollars (\$ _____) for the initial calendar year of this MOU and intends to provide a similar amount each year thereafter that the Program is still providing services to its community. This MOU is not an enforceable or legally binding agreement for any future funding from the Local Partner and any future contributions are entirely at the sole discretion of the Local Partner. Local Partner intends to keep the County informed as part of its annual budgeting process of any future amounts that it may wish to contribute towards the Program. Funds provided are only for the Program unless expressly stated otherwise in writing by the Local Partner.

D. TERM AND TERMINATION

The term of this arrangement and associated responsibilities shall continue until it is terminated by either party or mutually by both parties or the Program is no longer run by the County. If terminated by unilateral choice of a party, the terminating party will use its best efforts to give the other party at least sixty (60) days' notice. Any funding provided prior to termination may not be recoverable, but the Parties will work together to refund any financing that is possible.

IN WITNESS THEREOF, the PARTIES have executed this Memorandum of Understanding on this _____ day of _____, 2024.

LOCAL PARTNER

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**

, Chair

ATTEST:

, Deputy Clerk

APPROVED AS TO FISCAL CONTENT:

, Director of Finance

APPROVED AS TO LEGAL FORM:

, County Attorney

EXHIBIT A

DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The work elements (WE) below are intended to meet the needs of the Parties to the MOU between Douglas County and Local Partner to facilitate the safe disposal by the public of their private, non-commercial hazardous waste.

WORK ELEMENTS

- WE.1 Douglas County will conduct program planning, review, and will make modifications as necessary to serve as many of the citizens of Douglas County as reasonably possible.
- WE.2 Douglas County will maintain an A-to-Z recycling guide on public facing webpages.
- WE.3 Douglas County will maintain operational control of the Program and will engage in program development, program evaluation/recommendations, and budget tracking
- WE.4 Douglas County confirming the price and plan for the Program, confirming and refining marketing strategies and target audiences, confirming data to be collected from participants, and developing paint waste strategies.
- WE.5 Douglas County will meet with the Contractor as needed to assure program scope, dates and operational expectations are clear.
- WE.6 Douglas County will prepare Annual Reports to summarize Program data, Contractor's tabulation of materials collected, donations, expenditures, etc.
- WE.7 Douglas County will manage the Contractor throughout the entirety of the Program, working with the contractor to identify cost effective waste management options, reviewing the Contractor invoices and paying the Contractor.
- WE.8 Douglas County will review and update the list services needed for the Program as needed.