

RENEWAL & AMENDMENT OF INTERGOVERNMENTAL AGREEMENT FOR HAZARDOUS MATERIALS MANAGEMENT

SUCCESSIVE DOCUMENT No. 1

This Renewal & Amendment of the Intergovernmental Agreement for Hazardous Materials Management is made and entered into by and between BOULDER COUNTY, a body politic and corporate (referred to hereinafter as the “County”), the CITY AND COUNTY OF BROOMFIELD and the cities of BOULDER, LAFAYETTE, LONGMONT and LOUISVILLE, and the towns of ERIE, and SUPERIOR, each a municipal corporation, with all the named entities collectively considered to be the “Parties.”

RECITALS

A. The Parties have entered into a five-year Intergovernmental Agreement (the “Agreement”) dated January 30, 2014 for administering and participating in the Hazardous Materials Management Program (the “Program”). The Agreement is set to expire on December 31, 2018.

B. The Parties desire to renew the Agreement, as amended herein, for a new five-year term commencing on January 1, 2019, with a five-year automatic extension in 2024.

C. Pursuant to Section VI.B. of the Agreement, Boulder County currently collects quarterly payments of each Party’s contribution to the Program. Contributions are calculated based on the previous quarter’s operation of the Hazardous Materials Management Facility.

D. The Parties desire to amend the payment terms of the Agreement, beginning January 1, 2019, to require annual, rather than quarterly, payments of each Party’s contribution to the Program.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Agreement shall be renewed for an additional five-year term commencing January 1, 2019.
2. Effective January 1, 2019, Section VI. of the Agreement is amended in its entirety to read:

VI. PAYMENT OF ANNUAL OPERATING EXPENSES

A. The County will be the paying agent for the HMM Program and Facility.

B. Each Party’s contribution towards the HMM Program costs for a particular year shall be calculated based on the actual program costs incurred during the previous year, representing estimated expenses for the particular year. Contributions for a particular year shall be calculated after all program expenses for the previous year have accrued. Contributions for each subsequent year will include an adjustment to reconcile estimated versus actual expenses for each year.

C. The County will request payment of each Party’s contribution to the HMM Program costs based on the participation by households of each Party, on an annual basis, due no later than January 20 each year. Parties must pay the amount of their contributions, as calculated by the County, within thirty (30) days of billing. Contributions will be calculated as follows:

- Actual program costs for the applicable year calculated in accordance with Section VI.B above;
- PLUS additional projected program costs (if applicable);
- MINUS any deductions as described in Section V.A., above, for the applicable

- year;
 - MULTIPLIED BY the actual residential percentage participation for the Party for the applicable year based on the HMM program's customer database.

D. Each Municipality's payment obligations hereunder are subject to and limited by the appropriation of sufficient funds for each year this Agreement is in effect.

3. Effective January 1, 2019, Section VIII. FUTURE FACILITY REPLACEMENT OR EXPANSION, Subsection A. of the Agreement is amended to read:

A. The HMM Facility is expected to serve the needs of Boulder County for the next twenty years and beyond. In anticipation of future equipment needs, or facility expansion or replacement needs, the Parties each agree, subject to appropriation of sufficient funds therefor, to pay an additional 5% above actual **annual** operational expenditures for each year for the term of this Agreement, which shall be placed by the County into a restricted fund and used only for future equipment needs or facility expansion or replacement. This is expected to generate approximately One Hundred Forty-Four Thousand and Five Hundred Dollars (\$144,500) over 5 years. Any expenditure from the restricted fund shall be approved by the Parties in writing.

4. Effective January 1, 2019, Section X. DURATION AND WITHDRAWAL, Subsection A of the Agreement is amended to read as follows:

A. This Agreement shall automatically extend for an additional five-year term on January 1, 2024. Any Municipality may withdraw from this Agreement for any reason, which withdrawal shall be effective ten (10) days after the Municipality mails by certified mail, return receipt requested, a written notice to the Parties of the Municipality's intent to withdraw. The withdrawing Municipality will be discharged from its obligations hereunder, provided that it has paid all outstanding financial obligations for which it is liable under this Agreement. The terms and obligations of this Agreement shall continue as to the remaining Parties. Each Party's obligation to pay its required financial contributions hereunder and each Party's right to take action to compel payment hereunder shall continue until such obligation has been discharged. Boulder County may terminate this Agreement for any reason upon 180 days' notice to each Municipality.

5. Effective January 1, 2019, Section XI. MISCELLANEOUS PROVISIONS of the Agreement is amended to add Subsection I, as follows:

I. Each Party reserves the right to modify the terms of their program participation with respect to their individual residents and residential households, such as charging co-pays and limiting the number of permitted drop-offs. At least sixty (60) days prior to taking such action, the Party must send a courtesy written notice of its intended action to all other Parties to this Agreement, as unilateral Party changes to their program participation may impact other Parties' program costs. Email is an acceptable form of written notice. In the event that a Party seeks the assistance of County Hazardous Materials staff to effect modifications to its program participation, such as collection of co-pays on site by Hazardous Materials staff, the Party and the County shall come to a written understanding of their respective obligations thereto. Such written understanding may be documented over email between authorized representatives of the County and Party.

6. This Renewal & Amendment shall be incorporated into the terms of the original Agreement, dated January 30, 2014.

7. Except as may be amended herein, the terms and provisions of the original Agreement shall remain in full force and effect.

8. This Renewal & Amendment may be signed in multiple parts by the Parties.

IN WITNESS WHEREOF, the Parties have executed and entered into this Renewal & Amendment as of the latter date set forth below.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Renewal & Amendment as of the latter date set forth below.

COUNTY OF BOULDER
STATE OF COLORADO

By: _____
Cindy Domenico, Chair

Date: _____

ATTEST:

Administrative Assistant
Clerk to the Board of Commissioners

(seal)

CITY AND COUNTY OF BROOMFIELD

By: _____

Title: Mayor

Date: _____

ATTEST:

Deputy City & County Clerk

(seal)

APPROVED AS TO FORM:

By: _____

Title: City & County Attorney

Date: _____

CITY OF BOULDER

City Manager

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

CITY OF LAFAYETTE

Mayor

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

CITY OF LONGMONT

Mayor

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: Assistant City Attorney

Date: _____

APPROVED AS TO FORM AND
SUBSTANCE:

By: _____

Title: Originating Department

Date: _____

CITY OF LOUISVILLE

Mayor

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TOWN OF ERIE

Town Manager

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TOWN OF SUPERIOR

Town Manager

ATTEST:

(seal)

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____