

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the Broken Arrow Municipal Authority of Broken Arrow, Oklahoma, an Oklahoma Public Trust having the City of Broken Arrow as its beneficiary (BAMA), and The Metropolitan Environmental Trust (M.e.t.) a public trust, having eleven area jurisdictions as its beneficiaries including Broken Arrow.

I. RECITATIONS

BAMA, in conjunction with its comprehensive approach to solid waste management, desires to provide for Broken Arrow citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Broken Arrow. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. The City of Tulsa desires to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. M.e.t. DUTIES

Recycling Collection

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Broken Arrow as specified in this agreement. The M.e.t. will provide equipment, materials and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges and trash service at the depot location.
2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.
3. The M.e.t. shall maintain records showing the types and quantities of materials recycled at the depot, the expenditures for the operation of the M.e.t. depot program,

revenue and cost generated from the sale of recyclable materials and any other record which is required by local ordinance, state law, federal law or regulation. Reports shall be made available at the M.e.t. monthly board meetings or upon request and reasonable notice at the M.e.t.'s place of business during normal business hours.

4. It is understood by the parties that the M.e.t. will enter into contracts with organizations that provide employment opportunities for adults with disabilities to staff the recycling depot. The hours of operation and the number of workers present at each depot will be dependent upon the contract with the organization and the volume of the stream of recyclables at the depot.

Public Education

5. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media; speeches to civic groups; information booths at public events; promotion of green businesses located within Broken Arrow; anti-littering campaigns; and the importance of composting to divert green waste from the public waste stream.

6. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t, at a regional location designed to attract citizens of Broken Arrow.

7. The M.e.t. will conduct the Enviro Expo event, or a similar event, that promotes area businesses and organizations dedicated to recycling and environmental responsibility.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION

8. The M.e.t. will field requests via telephone or email, screen, and schedule appointments at the Tulsa Facility to hazardous household waste from citizens of Broken Arrow.

9. Appointments will be scheduled in the time slots made available by Tulsa to the M.e.t. Using the scheduling system agreed to between the M.e.t. and Tulsa, the M.e.t. will enter the name of the citizen, the type of materials to be delivered, and the estimated poundage. The M.e.t. will educate the citizen on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant Facility including the convenience and its reduction in the weight at the HHP facility. The M.e.t. will instruct citizens to bring with them valid identification that will match the name of the citizen shown on the appointment and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 45 pounds, or different items than scheduled for in the appointment.

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have an appointment. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any citizen of Broken Arrow that does not have an appointment.

11. Tulsa will charge the M.e.t. a fee for the disposal of up to 45 lbs. The Broken Arrow citizen will be responsible for any additional fees for materials exceeding 45 lbs. at a cost of \$1.33/lb. provided that, automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the appointment out of the funds provided to it under this agreement.

13. BAMA authorizes the M.e.t. to make **199** appointments for its citizens to use the Tulsa facility plus any carryover appointments from FY18/19. Additional appointments may be authorized in writing upon receiving notice and agreed arrangement for payment from BAMA or its designee.

14. The M.e.t. will deliver to Broken Arrow at the M.e.t. Board meeting, a monthly itemization showing the total number of appointments; the poundage of and types of waste received, and the unanticipated items and excess poundage that were paid for by the citizen can be provided upon request.

Excess Poundage, Unanticipated Products, Excess Number of Visits

15. The parties anticipate that citizens may arrive at the facility with different poundage or different products than they disclosed when making the appointment. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled appointment. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

IV. PAYMENT

18. BAMA will pay the M.e.t. a total of **\$122,299** payable in monthly installments within 30 days after the receipt of invoices from the M.e.t. In the event that BAMA authorizes appointments at the Tulsa Facility in excess of the number agreed to above, BAMA will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of appointments at the rate of \$40 per appointment. Unused appointments shall roll over to the next contract year.

V. TERM

19. The term of this Agreement shall commence on **July 1, 2019** and conclude on **June 30, 2020**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

VI. TERMINATION

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

VII. DISCLAIMER OF AGENCY

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

VIII. AMENDMENT

23. This agreement may be amended only in writing signed by all parties.

IX. SEVERABILITY

24. If any provision under this agreement, or its application to any person or

circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

X. ENTIRETY OF THE AGREEMENT & VENUE

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

Broken Arrow Municipal Authority

The M.e.t.

(title)
Attest:

7.5.11
(title) vice chair
Attest:

Clerk

RA2.WL
Secretary

Date: _____
(seal)

Date: 5-9-19

Approved as to form:

Approved as to form:

[Signature]
Attorney

[Signature]
Attorney

Exhibit A – Accepted and Non Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances