MEMORANDUM OF AGREEMENT

between the

Louisville/Jefferson County Metro Government Waste Management District;
and
Louisville Metro Government
District Budgeting and Expenditures Procedures

THIS AGREEMENT is made and entered by and between the Louisville/Jefferson County Metro Government Waste Management District Board (District), and Louisville Metro Government (Metro).

Whereas, the District operates pursuant to KRS 109.041 (13), KRS 109.115, and KRS 67.083(3), and includes in its jurisdiction all territories within the borders of the county.

Whereas, the business, activities, and affairs of the District is managed, controlled and conducted by the District Board of Directors pursuant to Louisville Metro Ordinance 51.105(A) and KRS 109.115(2)

Whereas, the District has responsibilities, powers, and duties pursuant to Louisville Metro Ordinance 51.105 including submitting, amending and/or updating on behalf of Metro Government the 1987 Cabinet-approved solid waste management plan and any and all subsequent plans. This includes the development and implementation of strategies and programs to promote waste reduction, recycling, and reuse; the drafting of rules and regulations related to solid waste management facilities, recovered materials processing facilities, and collectors of solid waste, as well as the enforcement authority for supervising and enforcing the provisions of Chapter 51.200 through 51.303.

Whereas, Metro retains "full funding responsibility, administrative responsibility, and fiscal control for the District" pursuant to Louisville Metro Ordinance 51.107(D) and as the entity with this responsibility must comply with KRS 109 "Use of Funds". Specifically "All funds derived from taxes, service charges, sales or other income resulting from the operation of a Waste Management District shall if collected or held by another person be paid to and expended by the District to carry out its duties, functions, and responsibilities."

Whereas, Louisville Metro Ordinance 51.202(D) states all funds generated by the District are deposited "into Metro Government's general fund which funds shall be credited to the Louisville/Jefferson County Solid Waste Management District. Money unexpended at the close of the fiscal year shall not lapse, but shall be carried forward for future use."

Whereas, the District, in the event a budget shortfall is likely, will immediately enter into discussions with Metro to develop an action plan to reduce expenses or consider arrangements for increased funding.

Whereas, Louisville Metro Ordinance § 51.108 authorizes the Executive Director of the Waste Management District to develop and implement strategies and programs to promote waste reduction and recycling; and to operate drop-off centers for recyclables and other programs as necessary for the promotion of waste reduction, recycling and reuse, and to act as liaison to the Waste Management District Board.

NOW, THEREFORE, for consideration, the District and Metro agree as follows:

1. The Executive director shall present to the 109 Board for approval a proposed budget for the next fiscal year to include anticipated income, anticipated staffing levels and cost, anticipated contract cost, anticipated asset purchases and maintenance cost, anticipated supply cost.

2. The Executive Director shall submit to the 109 Board for approval at its meetings budget reports to include unit activity (UA) reports and monthly expense reports.

3. The 109 Board authorizes the Executive Director to make purchases up to $5,000 without prior Board approval. Expenses under $5,000 shall be approved at the next available 109 Board meeting.

4. The Executive Director shall submit for approval of the Board any contract for services involving District funds

5. The 109 Board authorizes the Executive Director to utilize equipment purchased by District for delivery of services provided by the Department of Public Works. However, all costs associated with these services shall be documented and charged to the appropriate Department of Public Works budget.

6. The 109 Board authorizes the Executive Director to utilize staff assigned to the District for delivery of services provided by the Department of Public Works. However, all staff costs associated with these services shall be documented and charged to the appropriate Department of Public Works budget.

7. The specific functions of the District are as follows but not limited to:

    a. Operation of Full Service Recycling Centers

    b. Maintaining the Landfill Host Agreement for Louisville Metro

    c. Year round operation of a Household Hazardous Materials Drop-off site

    d. 109 Board approved special events

    e. Submission for potential grants relating to solid waste management to include the Litter Abatement Grant funds and Illegal Open Dumps grants. Grants awarded to the District may require specific Memorandum of Agreements (MOA) between Metro and the District

    f. Drafting and implementing the Louisville/Jefferson County Metro Government Five Year Solid Waste Management Plan.

    g. Development and submission to the Cabinet the Louisville/Jefferson County Metro Government Annual Solid Waste Report including diversion/recycling rate tracking.

    h. The development and implementation of county-wide strategies and programs to educate and promote waste reduction, reuse, and recycling.

    i. Drafting of rules and regulations related to county-wide solid waste management.

    j. Other functions agreed upon between the 109 Board and Metro Government

The Executive Director shall direct staff in fulfilment of the above functions of the District as authorized by LMCO 51.108, and he/she shall perform such other functions as may be authorized by law or as directed by the District.

8. The District authorizes the Executive Director to supervise and enforce the authority granted to the District under LMCO Chapter 51.107 as follows: specifically sections 51.200 through 51.303 relating to Off-site Waste Management Facilities, License Applications, Fees and Reports, Waste Haulers, Transfer Stations, Compost Facilities, and Construction & Demolition Facilities and Chapter 51.500-510 relating to General Provisions Regarding Solid Waste.

9. Period of Performance: This Agreement shall begin upon signing of all listed parties and shall continue, unless either party wishes to open for revision, for a period of three years.

10. **Conflict of Interest**: The parties certify, by the signatures of authorized representatives appearing below, that they are legally entitled to enter into this Agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of same.

11. **Entire Agreement:** This Agreement is the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement executed by the parties.

12. **Successors:** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

13. **Severability:** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

APPROVED:

Louisville/Jefferson County Metro Government Waste Management District

Robert Schindler, Chair
Waste Management District — Date

Keith S. Hackett — 10/15/2018
Keith Hackett, Executive Director — Date
Waste Management District

Louisville Metro Government

Name: Vanessa Dale Burns — 10/2/18 — Ellen Hesen, Deputy Mayor 10/9/18
Signature: Vanessa Dale Burns — Date
Title: Director of Public Works

APPROVED AS TO FORM AND LEGALITY:

Jefferson County Attorney — 10/9/18 — Date

Louisville/Jefferson County Metro Government Solid Waste Management District

600 Meriwether Avenue, Louisville, Kentucky 40217

Robert Schindler
Board Chair

Keith Hackett
Executive Director

109 BOARD RESOLUTION

THIS RESOLUTION PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT WASTE MANAGEMENT DISTRICT ON DECEMBER 12, 2019

Be it resolved that:

In consideration of the terms of the current MOA between the District and Louisville Metro Government, The District agrees to use District funds for the purchase of: one (1) Wittke Front Loader (40cy on a 2020 Autocar ACX Chassis) pursuant to a five year term lease with 5 equal annual installments of $61,205, commencing (1) year after execution of the lease; and, eighty-four (84) MAC 8yd Frontload Containers with Gravity lid locks, recycling slots, and including freight, for a total cost of $124,795. Said purchases being made for the collection, storage and hauling from Metro operated self-service recycling drop-off sites across the county.

Pursuant to the MOA, Metro agrees to provide all labor and equipment for hauling recycling from District operated full-service recycling centers and the Hazbin (cardboard only) at no cost to the District. Metro further agrees to conduct nine (9) satellite junk drop-off and recycling events annually across the county at no cost to the District.

Robert Schindler, Chair