

CITY SECRETARY
CONTRACT NO. 44820

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2014

JOHNSON COUNTY

RECEIVED SEP 23 2013

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting herein by and through Fernando Costa, its duly authorized Assistant City Manager and Johnson County, Texas acting herein by and through Roger Hamon its duly authorized County Judge as directed by the County Commissioners Court.

Throughout this document the term "County" or "the County" when used in the context of a party to the agreement shall mean Johnson County, Texas.

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW - Environmental Management Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to County:

Director of public Works

1 N. Main St., Suite 305

Cleburne, TX 76033

OPERATIONAL CONTACTS

County's Operational Contact Persons:

Designated person is: Director of Public Works telephone number: 817-556-6380
Mobile phone number (24-hour) where he or she can be reached: _____
Email address: _____

Alternate person : _____ telephone number: _____
Mobile phone number (24-hour) where he or she can be reached: _____
Email address: _____

VOUCHER UTILIZATION

The County:

DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by the County will be allowed to drop wastes off at the ECC or at mobile events in the County. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to the County shall be delivered to:

Name

Johnson County Public Works

Department (if applicable)

1 N. Main St., Suite 305

Street Address or PO Box

Cleburne, TX 76033

City, State, ZIP

email address for billing questions and correspondence

The County shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

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WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and the County desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program within the County; and

WHEREAS, Fort Worth and the County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating entities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by County utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by County, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating Entities, when used in the plural, means Fort Worth, County, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC - Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ - Texas Commission on Environmental Quality.

2.
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to County whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within County as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2013 or the date the last party has signed this Agreement, whichever is later, through September 30, 2014; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If County has mobile collection events scheduled during the months of October through December 2014 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by County.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to three (3) additional one-year terms.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for County in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within County. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by County, provide County with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by County, provide County a monthly report of applicable County's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.

- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of County's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

County may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either County's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If County would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, County shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. County may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2013 calendar year on January 2, 2014. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. County acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each County's request on a first come first served basis. Therefore, County acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and County will have to then choose another date. County will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If County chooses to hold the Mobile Collection Event on private property, County shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and County will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, County acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back

to the ECC. If more households arrive at the event than Fort Worth can accept, County will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to the lack of storage space at the ECC, County acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a County's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to County's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the County and shall attempt to send a Fort Worth employee to the County's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. County Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by County using County's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from County's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. County may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. County may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. County shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by County and shall notify County as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the County's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. County shall be

responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.

- (b) County agrees to maintain and return the Reserve MCU in as good condition as it was in when County took possession for use. County shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) County shall be responsible for all property damage, personal injury or death caused by County's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF COUNTY

County agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. County will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated in this contract.
- B. County will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. County shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. County may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If County chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a County that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, County acknowledges and agrees that Fort Worth will not accept the household hazardous waste until County authorizes the acceptance in writing.
- E. County may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.

- F. County shall provide traffic control and signage for its mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a County resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the County based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. County shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using County's MCU or Reserve MCU
 - 1. County is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. County shall advise the ECC at least 72 hours in advance of its mobile collection events. County shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. County shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, County's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, County's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
 - 5. The County's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. County shall not transport waste that is not HHW to the

ECC. County agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, County's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. County shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, County's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, County's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from County after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the County's MCU and store the unit at the ECC. After being contacted, County shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that County's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and County shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the County's MCU or the Reserve MCU occurs at the ECC while the MCU is still in County's possession, Fort Worth shall take control of the spill response and County will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating entities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE COUNTY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, County and residents and businesses of County for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by County, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
 2. the container contents are those originally placed into the container by the manufacturer;
 3. the product is of the quality intended for its use;
 4. the contents of the container have been stored properly;
 5. the instructions on the container label for use, storage, and first aid are current or correct;
 6. the container is in unimpaired condition;
 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. COUNTY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. County shall contact the ECC manager to arrange a pickup time to obtain materials. County agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY COUNTY, COUNTY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY COUNTY OF ANY MATERIALS ACCEPTED BY COUNTY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF COUNTY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN COUNTY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. RR 9-9-13

F. In regards to materials accepted by residents or businesses of Participating Entities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

G. County shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.
RIGHT TO REFUSE WASTE

County agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from County or County's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of County;
- D. County has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:
Thursday and Friday 11:00 a.m. – 7:00 p.m.
Saturday 9:00 a.m. – 3:00 p.m.

B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday and Friday, November 28-29, 2013
Independence Day, Friday, July 4, 2014

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 24, 2014 and August 30, 2014 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to County that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify County prior to the closure unless due to an unforeseeable event.

Remainder of this page intentionally left blank

C. Notifying Residents

County agrees to notify its residents of the ECC's hours of operation and dates it will be closed. County also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. County agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a County resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge County based on the total number of households from which the waste originated.
- B. If Fort Worth determines that County's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and County shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the County's MCU or the Reserve MCU occurs at the ECC while the MCU is still in County's possession, Fort Worth shall take control of the spill response and County will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to County quarterly. County shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform County in writing that it will not accept any household hazardous waste from County's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to County, which will include the total number of County's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to County, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to County in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "Captain Crud" and the Cruddies ("Bloomer," "Otto," "Pestie," "Scrub," and "Van Goo") and the recycling buddies ("Scrappy," "Juggles," and "Cana

Nana") "Conquer Your Crud," and "Crud Cruiser", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to County a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of County's disposal and recycling of household hazardous waste programs. If County wishes to use to Licensed Art and/or Promotional Materials in other limited situations, County must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to County pursuant to the terms of this Agreement. County acknowledges that by virtue of this License, County acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If County wants to modify or change the artwork and/or promotional materials in any manner, County hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If County desires an actor to portray "Captain Crud" for an event, County shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. County shall be solely responsible for compensating actor for the services provided to County. County will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, County agrees to be liable to Fort Worth for any damage to the costume or if County fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Entities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13. FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. County shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by County and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and County as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

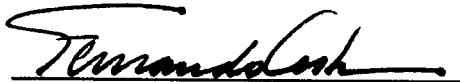
SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

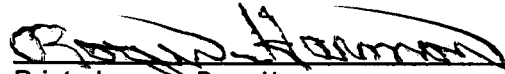
Johnson County COUNTY

By:

By:



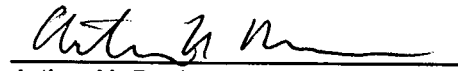
Fernando Costa
Assistant City Manager
Date: 9/19/13




Printed name: Roger Harmon
Title: County Judge
Date: 9/9/13

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:



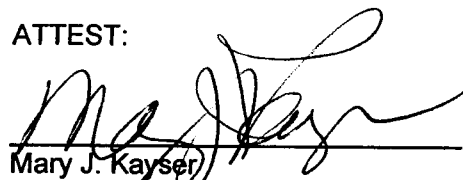
Arthur N. Bashor
Assistant City Attorney



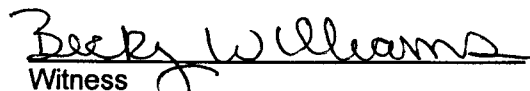
District Attorney / Assistant District Attorney
County

ATTEST:

ATTEST:



Mary J. Kayser
City Secretary



Witness

6226471
Contract Authorization
9/10/13
Date



Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____ have been asked by _____ County to allow a mobile collection event on my property to collect household hazardous waste on _____, 20____. I hereby give my permission to _____ County and the City of Fort Worth, to hold a household hazardous waste collection event on my property in which _____ County has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby **RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY** the City of Fort Worth or its officers, agents, and employees and _____ County and its officers, agents, and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any character that I may have against the City of Fort Worth or its officers, agents, and/or employees and _____ County or its officers, agents, and/or employees for any property loss or damage, for any and all personal injury including death or any other damage of any kind or character which may arises or that arises from allowing _____ County to hold a household hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

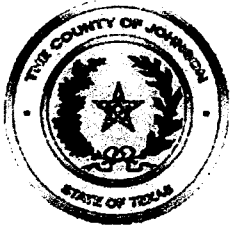
I have read this Waiver and Release and fully understand its terms and conditions. I have not been influenced in any extent whatsoever by any representation or statements not contained in this Agreement.

Signature

Date

Witness

Date



JOHNSON COUNTY HOUSEHOLD HAZARDOUS WASTE VOUCHER

DATE: _____ PRECINCT: _____ VOUCHER # _____

(Expires 30 days from date of issue)

Voucher Information Sheet

Name: _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____

Daytime Phone: _____

Was this waste generated by a business? _____

Name of person bring waste to the ECC: _____

Where did you hear about the HHW Program? _____

Have you used the HHW Program before? _____

- Type of Material
Check all that apply
- Acids
 - Aerosol Cans
 - All Batteries
 - Antifreeze
 - Brake Fluid
 - Craft Chemicals
 - Hobby Chemicals
 - Degreasers
 - Drain Cleaners
 - Fertilizer
 - Fluorescent Lights
 - Herbicides
 - Household Chemicals
 - Motor Oil
 - Paints / Stains
 - Paint Thinners
 - Pest Strips
 - Pesticides
 - Pharmaceuticals
 - Photo Chemicals
 - Pool Chemicals
 - Solvents
 - Transmission Fluid
 - Varnishes

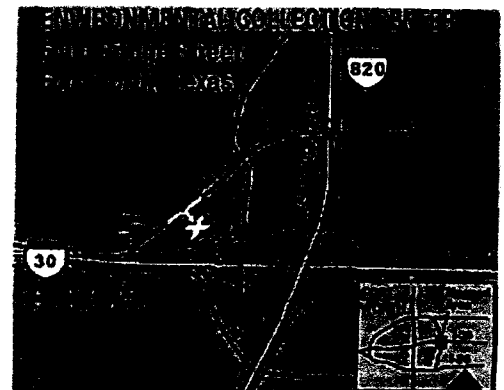
JOHNSON COUNTY HOUSEHOLD HAZARDOUS WASTE VOUCHER

DATE: _____ VOUCHER # _____

(Expires 30 days from date of issue)

This voucher and your driver's license entitles the Johnson County citizen to take household hazardous waste to the City of Fort Worth Environmental Collection Center. Please read the attached ECC information for HHW materials that will be accepted. Regular drop off hours are Thurs & Fri 11am-7pm, and Sat 9am-3pm.

JOHNSON COUNTY HAS THE RIGHT TO REFUSE ANY WASTE THAT IS DEEMED UNACCEPTABLE.



Authorized Johnson County Official