

ARTICLE I
PURPOSE

County operates the HHW Center that charges users with a fee for residential household hazardous waste disposal services (hereinafter "Services"). The City wishes to make these Services available to its residents without the need for on-site payment. Utilizing the City Grant Fund, the City agrees to pay the County for Services in accordance with the terms laid out in this Agreement.

ARTICLE II
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

1. "Customer" means a resident of the City who utilizes the HHW Center for disposal of household hazardous waste.
2. "Customer Receipt" means a printed receipt provided by the HHW Center to each Customer, which represents the specified fee charged for Services provided.
3. "Grant Fund" means funds received by the City and held in possession by the County for the payment of Services.
4. "HHW Center" means the facility established and operated by Fort Bend County, and located at 1200 Blume Road, Rosenberg, Texas 77471, for purposes of Fort Bend County's Household Hazardous Waste Collection Program.
5. "Household Hazardous Waste," as defined in Title 30, Part 1, §335.402 of the Texas Administrative Code, means any solid waste generated in a household by a consumer which, except for the exclusion provided in Title 40, §261.4(b)(1) of the Code of Federal Regulations, would be classified as a hazardous waste under Title 40, Part 261 of the Code of Federal Regulations.
6. "Services" means disposal of household hazardous waste at the HHW Center.

ARTICLE III
HHW PROGRAM FOR CITY RESIDENTS

A. Issuing of Customer Receipts

1. County agrees to provide Services to Customers.
2. Customers will not be required to make on-site payment for Services. Instead of on-site payment, County will issue a "Customer Receipt", an example of which is attached to this Agreement as Exhibit "A".
3. Before accepting household hazardous waste for disposal at the HHW Center, County shall verify the residency of each Customer for proof of City residency.
4. Acceptable proof of residency will include: (1) an individual's valid state identification; (2) an individual's valid state issued drivers' license; or (3) a property tax bill that is for

the current or the immediate prior year and that contains the individual's name and residential address.

5. County shall process the household hazardous waste delivered by Customer to the HHW Center and provide Customer with a Customer Receipt as documentation of the fee charged for Services provided.
6. Rates
 - a. In-County Customer: Services will be charged at rates posted at the HHW Center for "In-County" rate.
 - b. Out-of-County Customer: Services will be charged at rates posted at the HHW Center for "Out-of-County" rate.
7. A copy of the Customer Receipt will be retained by the County and a second copy provided to the City along with a monthly invoice representing the City's monthly charges for Services provided at the HHW Center.

B. Payment of Customer Receipts

1. County shall submit to City an original invoice showing the charges due for Services performed in a form acceptable to City. City shall have thirty (30) calendar days from the date of receipt to object to any charges or ask for any modifications to the invoice. If no objections are received within thirty (30) days, County shall deduct the charges due from the Grant Fund.
2. It is understood by both the City and County, such understanding and agreement being of the absolute essence of this Agreement, that total funds available in the Grant Fund for payment of Services under this Agreement are five thousand three hundred six dollars and no/100 (\$5,306.00), specifically allocated to County by City for payment of Services.
3. Both the City and County do further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum fees that County may become entitled to and the total maximum fees that the City may become liable to pay to County shall not under any conditions, circumstances, or interpretations thereof exceed five thousand three hundred six dollars and no/100 (\$5,306.00).
4. In the event that the total funds in the Grant Fund in the amount of five thousand three hundred six dollars and no/100 (\$5,306.00) have been expended, Customers who wish to utilize the HHW Center for Services will be required to pay for Services on-site and in full at the same rates posted at the HHW Center.
5. Once the total funds in the Grant Fund in the amount of five thousand three hundred six dollars and no/100 (\$5,306.00), have been expended, County agrees to notify the City in writing that all funds in the Grant Fund have been expended and that Customers will thereafter be charged for Services on-site at the rates posted at the HHW Center.

C. Program Education and Promotion

1. City agrees to be responsible for the promotion and community education of the Services available to City residents under this Agreement.
2. City residents may contact the City representative identified in Article VI, Section B of this Agreement, for general questions on the household hazardous waste program and questions related to types of household hazardous waste accepted at the HHW.
3. Promotional material should include the information attached to this Agreement as Exhibit "B."

ARTICLE IV
TERM OF PERFORMANCE

This Agreement shall be in effect on the date signed by the last party hereto, and shall remain in effect for one year from that date, unless sooner terminated.

ARTICLE V
TERMINATION

- A. Either party may terminate this Agreement at any time by giving 30 days written notice to the other party. The Parties' right to terminate this Agreement is cumulative of all rights and remedies, which exist now or in the future.
- B. Upon termination, any funds remaining in the Grant Fund shall be returned in full to the City.
- C. EACH PARTY WAIVES ANY CLAIM FOR DAMAGES RESULTING FROM THE OTHER PARTY'S TERMINATION FOR CONVENIENCE.

ARTICLE VI
NOTICES

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County: Fort Bend County
ATTN: Stacy Slawinski
Assistant County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to City: City of Missouri City
ATTN: Paul Wierzbicki
Missouri City Parks and Recreation Department
1523 Texas Parkway
Missouri City, Texas 77489

With a copy to: City of Missouri City
ATTN: Anthony Snipes
City Manager
1522 Texas Parkway
Missouri City, Texas 77489

- C. A Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 herein and if the addressee(s) have received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE VII
NO PERSONAL LIABILITY

- A. Nothing herein shall be construed as creating any personal liability on any part of any officer or agent of any public body that may be a Party hereto. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that any Party may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of any Party beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of any Party

relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas.

- B. In accordance with Tex. Gov't Code § 791.006(a-l), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any law enforcement or permitting services provided under this Agreement. This assignment of liability is intended to be different than any assignment provided in Tex. Gov't Code § 791.006(a).

ARTICLE VIII MODIFICATIONS AND WAIVERS

- A. The parties may not amend or waive this Agreement, except by a written agreement properly executed by both parties except for any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal, state or local law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

ARTICLE IX ASSIGNMENT

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

ARTICLE X APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas,

for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the City or County's sovereign immunity.

ARTICLE XI
THIRD PARTY BENEFICIARIES

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

ARTICLE XII
ENTIRETY

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both Parties hereto.

ARTICLE XIII
PARTNERSHIP

This Agreement is not intended to and shall not create joint enterprise between the City and the County. The personnel of one Party shall not be considered employees, agents, partners, joint ventures, or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility of day-to-day management and control of such work, except as may expressly be provided herein.

ARTICLE XIV
COMPLIANCE WITH THE LAW

In performing services pursuant to this Agreement, each Party shall comply with all applicable federal, state, County, and City statutes, regulations, rules, and ordinances, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. To the extent allowed under applicable laws, each Party intends to notify the other Party of any violation of law, regulation, or ordinance that relate to services or data obtained or provided under this Agreement immediately after the noticing Party, its employees, subcontractors or agents become aware of it and without regard to whether the noticing Party or its employees, subcontractors or agents are involved or merely witnesses.

Execution Page Follows

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

CITY OF MISSOURI CITY



Mayor

May 2, 2016

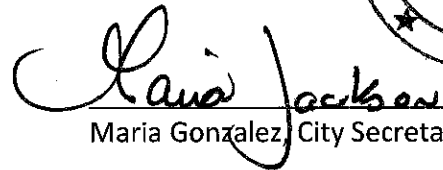
Date

ATTEST:

Laura Richard, County Clerk



ATTEST:



Maria Gonzalez, City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



FORT BEND COUNTY
301 Jackson St.
Richmond, Texas 77469

AUDITOR COPY

Receipt Number: ER123

Receipt Date: 04/07/2016

Recycler Last Name: Samples

Recycler First Name: Mary

Address1: 6789 Sample Parkway

Address2:

City: MISSOURI CITY

State: TX

Zip: 77459

Receipt Payments

Payment Type	Amount	Check Number
MC Grant	\$13.00	

Receipt Items

Product Type	Unit Price	Quantity	Product Total
HAZARDOUS WASTE	\$1.00	11	\$11.00
LATEX PAINT	\$1.00	2	\$2.00

Comments

Generated by: Gary

EXHIBIT B

HOUSEHOLD HAZARDOUS WASTES

Automotive/Garage

- Used Motor Oil
- Gasoline
- Kerosene
- Car/Truck Batteries
- Brake Fluid
- Tires Cleaners
- Anti-Freeze
- Power Steering Fluid
- Car Care Products
- Engine Products
- Oil Treatments
- Degreasers
- Transmission Fluid
- Turpentine

House/Kitchen/Bathroom

- Drain Cleaners
- Oven Cleaners
- Spot Removers
- Rechargeable Batteries
- Lye
- Furniture Polish
- Kitchen Cleaners
- Tile Cleaners
- Metal Polish
- Bathroom Cleaners
- Craft & Hobby Chemicals
- Photo Chemicals
- Pharmaceuticals
- Fluorescent Bulbs
- Compact Fluorescent Bulbs
- Clorox
- Button Batteries
- Aerosol Products
- Solvents
- Mercury Containing Products

Paint Products

- Latex & Oil Paints
- Paint Thinner
- Paint Stripper
- Spray Cans
- Lacquers
- Stains
- Solvents
- Varnish

Garden

- Insecticides
- Herbicides
- Pesticides
- Fertilizers
- Rat Poison
- Weed & Feed
- Ant Killers

Pool

- Acid
- Shock Treatment
- Chlorine Tablets
- Bromine Tablets
- Iodine Tablets
- Pool Chemicals
- Water Clarifier

Other

- Adhesives
- Glues
- Caulking
- Sterno
- Liquid Nails
- Asbestos Tars
- Asbestos Adhesives

- Termite Killers
- Ant/Wasp Sprays
- Insect Sprays
- Pest Strips
- Algaecides

Tips For Preparing and Transporting Hazardous Waste

- Leave product in original container
- Identify product if label is missing
- Never mix products
- Separate products by type of waste
- Pack containers in boxes with dividers if possible
- Wrap bottles with newspaper to prevent breakage, spills
- If container is leaking, place in a larger container
- Place wastes away from children, pets when packing vehicle

These Items CANNOT Be Accepted

- Ammunition
- Explosives
- Industrial/Business Waste
- Medical Waste
- Fireworks
- Flares
- Smoke Detectors
- Radioactive Materials
- Gas Cylinders
- Trash/Garbage
- Dead Animals
- Agricultural Waste
- PCB's
- Dioxins