



Deputy City Secretary

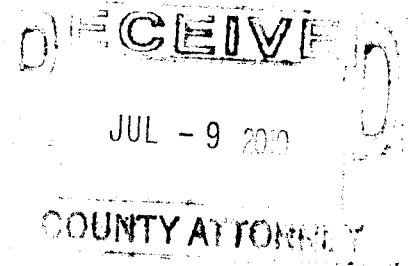
1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

7-13-10
AGENDA ITEM 15E

July 8, 2010

Michelle T. Rangel
Assistant City Attorney
Fort Bend County
301 Jackson, Suite 728
Richmond, Texas 77469



Ms. Rangel,

At its meeting of July 6, 2010, City Council authorized the Mayor to execute and the City Secretary to attest an Interlocal Cooperation Agreement between Fort Bend County and the City of Missouri City for household hazardous chemical waste disposal services.

Upon obtaining the appropriate signatures, please return (1) fully executed original to us for our files in the enclosed envelope.

Thank you and please call should you have any questions.

Sincerely,

Maria Gonzalez
Deputy City Secretary

c: City Attorney Kelley
Assistant City Attorney Iyamu
City Forester Wierzbicki
Records Coordinator Berglund

CITY OF MISSOURI CITY

STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER

On this 13 day of July, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage, seconded by Commissioner Morrison duly put and carried.

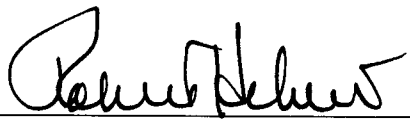
IT IS ORDERED that the INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF MISSOURI CITY, TEXAS, FOR PREPAID HOUSEHOLD HAZARDOUS WASTE SERVICES is hereby APPROVED; and

IT IS FURTHER ORDERED to authorize the Fort Bend County Judge to execute the attached INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF MISSOURI CITY, TEXAS, FOR PREPAID HOUSEHOLD HAZARDOUS WASTE SERVICES

FORT BEND COUNTY

ATTEST:

By:



Robert E. Hebert, County Judge



Dianne Wilson, County Clerk

STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF
MISSOURI CITY, TEXAS, FOR-PREPAID HOUSEHOLD HAZARDOUS WASTE
SERVICES

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "Fort Bend County"), acting through its governing body, Fort Bend County Commissioners Court, and the CITY OF MISSOURI CITY, TEXAS (hereinafter referred to as "Missouri City"), a home-rule municipality under the laws of the State of Texas, acting by and through the City Council of the City of Missouri City, Texas.

RECITALS

WHEREAS, Missouri City seeks to encourage Missouri City residents to efficiently dispose of household hazardous waste; and

WHEREAS, Fort Bend County operates a Household Hazardous Waste Center ("HHW Center") that is available at a modest cost to all Fort Bend County residents; and

WHEREAS, Fort Bend County agrees to allow all Missouri City residents to utilize the HHW Center without on site payment from said residents up to the dollar amount specified in a certificate of approval provided that the City of Missouri City fairly compensates Fort Bend County for providing such services under this Agreement; and

WHEREAS, Missouri City and Fort Bend County believe it is in the best interest of the residents of Fort Bend County and the City of Missouri City to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, assurances, and considerations expressed herein, the Parties agree as follows:

I. CONTACT INFORMATION

Each party may change its contact address by giving the other party 30 days written notice. The contact address for each party is as follows:

Fort Bend County

(provider)

Judge Robert E. Hebert
County Judge
Fort Bend County
301 Jackson
Richmond, Texas 77469

Missouri City

(buyer)

Frank Simpson
City Manager
Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

All other general questions and requests can be referred to the contact person for each party, as listed in the following addresses:

Fort Bend County

Ron Drachenberg, P.E., R.P.L.S.
Assistant County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Missouri City

Paul Wierzbicki
City Forester
Missouri City Parks Department
1522 Texas Parkway
Missouri City, Texas 77489

II. PURPOSE

Fort Bend County operates a Household Hazardous Waste Collection Center that may be used by any Fort Bend County resident for a modest fee which is collected at the time of disposal. The HHW Center is staffed by personnel trained to handle hazardous waste and the materials collected are disposed of according to EPA regulations. The purpose of this Agreement is to allow Missouri City to prepay for HHW collection services for its residents up to a specified amount, and reduce the need for the HHW Center to collect fees on site from Missouri City residents.

III. DEFINITIONS

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

“Agreement” means this Agreement between the Parties, including this Agreement’s exhibits and written amendments to this Agreement that are agreed to in writing and executed by Fort Bend County and Missouri City.

“Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.

“Disposal Voucher” means the prepaid voucher provided to Missouri City by Fort Bend County for the redemption of the household hazardous waste services agreed upon.

“Documents” mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Fort Bend County prepares or provides under this Agreement.

“Fort Bend County” includes Fort Bend County’s successors and assigns.

“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.

“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.

“Missouri City” includes Missouri City’s successors and assigns.

“Party” or “Parties” refers to each entity bound by this Agreement when each entity is referred to individually or both entities when both entities are referred to collectively.

IV. VOUCHER DUTIES

A. Purchase of Vouchers

Missouri City agrees to prepay for its residents’ use of the HHW Center by purchasing disposal vouchers from Fort Bend County. Missouri City residents must contact the person listed in Section I of this Agreement as Missouri City’s contact person for general questions and requests to obtain approval to bring household hazardous waste materials to the HHW Center. Missouri City agrees to issue a certificate of approval, attached hereto as Exhibit A and incorporated herein by reference, to each resident who has been granted approval for presentation at the HHW Center. Fort Bend County agrees to weigh the household hazardous waste materials delivered to the HHW Center by Missouri City residents and provide Missouri City residents with a receipt for documentation of the materials brought to the HHW Center during regular operating hours.

Missouri City is eligible to purchase up to \$12,700 (254) disposal vouchers at a rate of fifty dollars (\$50.00) per voucher. Disposal vouchers must be delivered to Missouri City upon receipt by the Fort Bend County Engineering Office of a check from Missouri City in an amount equal to the cost of a single voucher times the number of vouchers ordered and prepaid for. Delivery may be in person if requested in person, or by mail in response to an order received by mail. Missouri City’s payment must be made by check payable to Fort Bend County at the following address: Fort Bend County Engineering, 1124 Blume Road, Rosenberg, Texas 77471.

B. Redemption of Vouchers

The vouchers shall be redeemed based on the cost of disposal of residential household hazardous waste specified by Missouri City in each certificate of approval and delivered to the HHW Center in Fort Bend County. Fort Bend County agrees to send a monthly invoice to Missouri City of materials taken in, and agrees to provide a statement of the current status of Missouri City’s account. Within 30 days of receipt of an invoice, Missouri City agrees to pay by voucher the amount invoiced each month, rounded to the next highest voucher increment. The difference between the actual amount specified in an invoice and the amount paid by voucher shall be credited to Missouri City’s account and such account and any subsequent invoice shall be adjusted accordingly. In addition, Fort Bend County reserves the right to refuse

to accept any product or substance not consistent with the terms and conditions determined by Fort Bend County to be necessary for safe operation of its Household Hazardous Waste Collection Program. Missouri City shall inform recipients of household hazardous waste disposal services provided by prepaid disposal vouchers that they must comply with the same terms and conditions required of any other Fort Bend County resident who participates in said Household Hazardous Waste Collection Program, including but not limited to, the condition that such a resident must complete a collection information form and agreement and execute an acknowledgement and release of liability form. Before issuing a certificate of approval to be paid for by a prepaid voucher pursuant to this Agreement, Missouri City agrees to verify the city of residency of an individual who attempts to obtain such certificate of approval by examining the individual's driver's license.

A Missouri City resident who does not present a certificate of approval for household hazardous waste disposal at the HHW Center but resides in Fort Bend County must pay for the resident's household hazardous waste disposal services at the rate that would be charged of a Fort Bend County resident. A Missouri City resident who does not present a certificate of approval for household hazardous waste disposal at the HHW Center and resides in a county other than Fort Bend must pay for the resident's household hazardous waste disposal services at the rate that would be charged of a Fort Bend County resident plus the amount paid by Fort Bend County for transportation and disposal services. A Missouri City resident who presents waste in excess of the amount provided for by the certificate of approval shall pay the cost of such excess on site, including all applicable fees.

C. Payment Obligations

Missouri City agrees to pay all fees for household hazardous waste, up to the dollar amount specified in each certificate of approval, collected from Missouri City residents by Fort Bend County. These fees shall be calculated by Fort Bend County based on the standard amount that would otherwise be charged to any Fort Bend County resident plus the standard amount paid by Fort Bend County for transportation and disposal services for such waste. A copy of the fee schedule shall be provided to Missouri City upon request. A Missouri City resident who presents household hazardous waste in excess of the amount specified in a certificate of approval shall be responsible for the cost of disposing of such excess household hazardous waste. The charge for a Missouri City resident of Fort Bend County shall be calculated by charging the fee for household hazardous waste disposal services that would regularly be charged to any Fort Bend County resident. The charge for a Missouri City resident of any other county shall be calculated by charging the fee for hazardous waste disposal services that would be charged to any Fort Bend County resident plus the amount paid by Fort Bend County for transportation and disposal services.

Missouri City shall reimburse Fort Bend County for any certificate that is presented at the HHW Center if the certificate has a valid expiration date. Upon redemption of all HHW Center certificates issued by Missouri City, (254 vouchers valued at \$12,700), Missouri City must notify Fort Bend County, by certified mail, return receipt requested that all certificates have been redeemed and that no additional certificates will be issued. After receiving said notification from Missouri City, a Missouri City residents shall be charged for disposal services in the amount that

the resident would be charged if the resident had not presented a certificate of approval. In the event that the total certificates redeemed exceed the amount of the prepaid vouchers, Fort Bend County will invoice Missouri City for any overage incurred for disposal services for Missouri City residents. Missouri City will remit payment within 30 days of receiving said invoice.

D. Liability

Neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions or omissions of its employees, officers, and agents.

V. RECORDS

Fort Bend County must maintain a log of all disposal vouchers purchased and redeemed. This log will be available for review and inspection by Missouri City at any time during regular business hours at the HHW Center. All documents generated by Fort Bend County pursuant to this Agreement shall be the sole property of Fort Bend County. Each Party shall provide to the other all documents and records that either may request concerning performance under this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

VI. TERM

This Agreement is effective on the Countersignature Date and it remains in effect for one year, unless sooner terminated. Upon termination, only Missouri City residents that reside in Fort Bend County will be permitted to use the HHW Center and such use shall be governed by the fees and policies in effect at the time of termination.

VII. TERMINATION

A. Termination for Convenience

Either party may terminate this Agreement at any time by giving 30 days written notice to the other party. Fort Bend County's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future. If either party terminates this Agreement for convenience, Fort Bend County shall give a refund to Missouri City for any vouchers that Missouri City has purchased and has not yet redeemed at the HHW Center.. **EACH PARTY WAIVES ANY CLAIM FOR DAMAGES RESULTING FROM THE OTHER PARTY'S TERMINATION FOR CONVENIENCE.**

B. Termination for Cause

Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination shall be ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date.

VIII. MISCELLANEOUS

A. Authority

This Agreement is entered into pursuant to the authority granted to both Parties by Texas Government Code § 791.011 (c)(2).

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable.

C. Entire Agreement

This Agreement merges the prior negotiations and understanding of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

D. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by a written instrument executed on behalf of Fort Bend County and Missouri City by each Party's respective governing body.

E. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Fort Bend County, Texas.

F. Communications

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date such notice is actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested) and (3) addressed to the other party at the address set

forth in this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

G. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement.

H. Non-Waiver

If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by Fort Bend County of any part of Missouri City's performance covered by this Agreement does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

I. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

J. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns. The parties expressly agree to and understand that Fort Bend County and Missouri City and each Party's agents and employees shall not, either singularly or collectively, be liable in their personal or official capacity for any activities associated herewith or any breach thereof.

K. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

L. Funding

It is understood and agreed that neither Fort Bend County nor Missouri City is obligated to expend any funds by this Agreement, except that Fort Bend County agrees that Fort Bend County shall not expend any funds delivered to it by Missouri City for prepaid disposal vouchers except to the extent that such funds shall be used for purposes of disposing household hazardous waste products in whatever manner deemed appropriate by Fort Bend County. It is further understood and agreed that funds paid by Missouri City for services to be performed by Fort Bend County under this Agreement shall be payments from current revenue available to Missouri City. Upon termination of this Agreement, Fort Bend County's duty to refund money to Missouri City shall be limited to the amount of funds received from Missouri City for prepaid disposal vouchers that have not been redeemed.

IX. SIGNATURES

IN TESTIMONY OF WHICH, this agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follows:

- a. It has on the 13 day of July, 2010, been executed on behalf of the County by the County Judge of Fort Bend County, Texas, pursuant to an order of the Commissioners Court of Fort Bend County authorizing such execution.
- b. It has on the 6th day of July, 2010, been executed on behalf of the City by the Mayor and attested by the City Secretary of the City of Missouri City, pursuant to authorization of the City Council of the City of Missouri City authorizing such execution.

APPROVED AS TO FORM:

FORT BEND COUNTY, TEXAS
(Provider)

By: Michelle Rangel
Assistant County Attorney

By: [Signature]
County Judge

Attest: Dianne Wilson
Dianne Wilson, County Clerk

APPROVED AS TO FORM:

MISSOURI CITY, TEXAS
(Buyer)

By: Gary L. Smith
Asst. City Attorney

By: [Signature]
Mayor

Attest: Patrice Fogarty
City Secretary

CERTIFICATE OF FUNDING

Certificate of Funding: I hereby certify that funds are available in the amount of \$ 12,700 to pay Missouri City's obligation under this contract.

By: [Signature]
Finance Director



Exhibit A

Parks & Recreation

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

Household Hazardous Waste Disposal Certificate of Approval

This certificate entitles _____ (name), residing at _____ (address), Missouri City, Texas, to a one-time disposal credit, up to \$50, for the disposal of household hazardous waste materials at the Fort Bend County Household Hazardous Waste Center. Household hazardous materials may only be dropped off during normal hours of operation. A person who attempts to dispose of materials at this facility in an amount that exceeds the allotted credit shall be charged the same rate charged to other Fort Bend County residents and other patrons of the facility.

This certificate is issued on _____ (date), and expires on _____. **Regardless of the expiration date, this certificate is only valid on a first-come, first-serve basis while Missouri City funds are available for this purpose.** This certificate is not redeemable for cash and only one certificate is available per Missouri City household. This certificate must be signed by an authorized representative of the City of Missouri City and presented to the authorized representative of the Fort Bend County Household Hazardous Waste Center at the time the material is dropped off.

Authorized Missouri City representative: _____ (signed name).

The Fort Bend County Household Hazardous Waste Center is located at **1200 Blume Rd. Rosenberg, Texas 77471.**



Household hazardous waste drop-off is available on Mondays, excluding holidays, from 9:00A.M-6:00P.M., and the first Saturday of each month, from 8:00A.M-2:00P.M.

A complete list of accepted materials, normal disposal costs, and facility details are available on the Fort Bend County website: www.co.fort-bend.tx.us, or by phone by calling the Fort Bend County Household Hazardous Waste Center at (281) 633-7581.

For Fort Bend County Representative Only

- Indicate the total cost of collecting materials (up to \$50) to Missouri City and the weight of materials collected under this certificate: \$ _____ (total) _____ lbs.
- Printed name and signature of Fort Bend County representative: _____
- Date: _____

CITY OF MISSOURI CITY