

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 and Wise Counties, Texas, hereinafter called "Fort Worth," acting herein by and through Charles W. Daniels, its duly authorized Assistant City Manager, and City of Eules, a municipality situated in Tarrant County, Texas, hereinafter called "Participating City," acting herein by and through Gary McKamie its duly authorized City Manager.

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 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 Participating City 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; and

WHEREAS, Fort Worth and Participating City 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 Department of Environmental Management 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 cities' 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, 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, 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) furnished by the TCEQ to accompany shipments of municipal hazardous waste or Class 1 industrial solid waste for waste transported to a site in Texas, or the comparable manifest of the receiving state if the waste is transported out of Texas.

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

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

Participating Cities, when used in the plural, means Fort Worth, Participating City, 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.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC - Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

2.  
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City 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 Participating City as described herein.

3.  
TERM

This Agreement shall be effective from the date the last party has signed this Agreement through September 30, 2009.

4.  
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City 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 Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, and infectious materials; wastes from businesses; and 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 waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, which is collected at the ECC.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.

- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City'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 a bill at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at a mobile collection event.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Non-Fort Worth Mobile Collection Unit
  - 1. Fort Worth agrees to accept household hazardous waste from Participating City's MCU in accordance with Section 5, of this Agreement.
  - 2. Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.
- I. Mobile Collection Events—Using Fort Worth's Unit
  - 1. Participating City may schedule one mobile collect event each contract year. If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, the Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties.
    - (a) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property one (1) week 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 one (1) week before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth one (1) week before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.
    - (b) Available Dates

Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another City and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

2. At the Mobile Collection Event, Participating City 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 and store properly. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damage of recovery of any costs, except as provided herein.
3. Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's Non-Fort Worth Mobile Collection Unit shall not also be at the event.
4. City, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather or the threat of adverse weather 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 notify persons listed in Section 5, Paragraph A and shall send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste; 1) that the Fort Worth Mobile Collection Unit will not be coming to the event, and, 2) that the resident can go to the ECC to dispose of the waste and provide a map to the ECC.

J. Loan of the Special Mobile Collection Unit

1. Participating City may request the loan of Fort Worth's Special Mobile Collection Unit, which is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup, free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Special Mobile Collection Unit to transport HHW to Fort Worth's ECC or another collection center which may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least thirty (30) days prior to the HHW Collection Event for which the request is made. Fort Worth shall have sole determination whether the Special Mobile Collection Unit is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.
2. The Special Mobile Collection Unit shall be in good working condition and Fort Worth shall disclose any known problems the Special Mobile Collection Unit may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Special Mobile Collection Unit, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-aesthetic assessment. Participating City shall be responsible for all certifications, and insurance necessary for the proper operation of the Special Mobile Collection Unit.

3. Participating City agrees to maintain and return the Special Mobile Collection Unit in as good condition as it was in when Participating City took possession for use. Participating City shall return the Special Mobile Collection Unit to Fort Worth in a timely manner and as mutually agreed upon.
4. Participating City shall be responsible for all work-related property damage, personal injury or death caused by Participating City's employees or volunteers and arising out of the use of the Special Mobile Collection Unit during the term of this Agreement.
5. 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 PARTICIPATING CITY

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

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection coordinator to interact with Fort Worth.

Designated person is: Bill Ridgway telephone number: 817-685-1869  
 Pager number or 24-hour number where he or she can be reached: 817-475-0628

Alternate person is Kaye Anderson telephone number: 817-685-1410  
 Pager number or 24-hour number where he or she can be reached: 214-354-3586

- B. Participating City 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. Participating City 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. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall notify Fort Worth of the decision, and shall provide Fort Worth with a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating

City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

- E. Participating City 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. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the survey and screening of persons dropping off household hazardous waste. The parties prior to the event shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. Participating City's Mobile Collection Units Collecting Household Hazardous Waste
  1. Participating City shall advise the ECC program manager at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, and infectious materials; and any other wastes that Fort Worth has determined are unacceptable.
  2. In accordance with the latest DOT requirements, Participating City'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.
  3. After accepting wastes, Participating City'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.
  4. The Participating City'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. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

5. Prior to transporting the HHW from the collection event site, Participating City'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. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
6. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
7. Upon the return of the MCU to the ECC, Participating City'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 Participating City 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 program manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the non-Fort Worth MCU and store the HHW at the ECC.
8. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth in Section 10., Paragraph B.
9. If a spill occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth in Section 10., Paragraph C.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, which is collected at 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 cities 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 PARTICIPATING CITY 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, Participating City and residents and businesses of Participating City 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 Participating City, **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.**

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

- E. IN REGARDS TO MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY 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 PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.
- F. In regards to materials accepted by residents or businesses of Participating Cities, **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. Participating City 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

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City's resident and to eject such individual from the premises of the ECC, 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 Participating City;
- D. Participating City 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 days:

Thanksgiving Holiday, November 27-28, 2008

Christmas Holiday, December 25, 2008

New Year's Day, January 1, 2009

M.L.K. Day, January 19, 2009

Memorial Day, May 25, 2009

Independence Day, July 4, 2009

Labor Day, September 7, 2009

C. Notifying Residents

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

10.

COMPENSATION

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

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC or per household for participation in a Mobile Collection Event to dispose of household hazardous waste.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill occurs at the ECC while the Non- Fort Worth MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs of \$60.00 per hour staff time and the cost of supplies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City 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 Participating City in writing that it will not accept any household hazardous waste from Participating City'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 Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, 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 Participating City 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 Participating City 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 Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.

- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City 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 Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City 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, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City 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 Cities 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. Participating City 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" (Paragraph 6) "REUSE OF COLLECTED MATERIALS" (Paragraph 7) and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS LICENSE AGREEMENT" (Paragraph 11).

15.  
NOTICE

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

If to Fort Worth:

Brian Boerner, CHMM, Director  
Department of Environmental Management  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

~~Bill Ridgway, Dir. Economic Development  
City of Euless  
201 N. Ector Drive  
Euless, TX 76039~~

16.  
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 Participating City and Fort Worth.

17.  
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.

18.  
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 Tarrant County, Texas.

19.  
AUTHORITY

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

20.  
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.

EXECUTED IN TRIPLICATE

CITY OF FORT WORTH

CITY OF \_\_\_\_\_

By:

By:

\_\_\_\_\_  
Charles W. Daniels  
Assistant City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Assistant City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Marty Hendrix  
City Secretary

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Contract authorization

\_\_\_\_\_  
Date

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

<b>Material</b>	<b>Amount Restocked</b>	<b>Special Needs</b>	<b>Remarks</b>
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		
<b>Promotional Materials &amp; Brochures</b>	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 the City of \_\_\_\_\_ to allow a mobile collection  
event on my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_.  
I hereby give my permission to the City of \_\_\_\_\_ and the City of Fort  
Worth, to hold a household hazardous waste collection event on my property in which the City  
of \_\_\_\_\_ 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 the City of  
\_\_\_\_\_ 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 the City of  
\_\_\_\_\_ 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 the City of \_\_\_\_\_ 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

\_\_\_\_\_