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## INTEROFFICE MEMORANDUM

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**TO:** BELINDA BERG, CITY SECRETARY  
**FROM:** TOM JOHNSON, P.E.  
**DATE:** SEPTEMBER 9, 2019  
**RE:** **CITY COUNCIL CONTRACT APPROVAL**


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The attached contract is an interlocal agreement with the City of Mansfield regarding the disposal of Household Hazardous Waste (HHW) for fiscal year 2020. The execution of the agreement will allow the City of Mansfield Environmental Collection Center to accept the City of Cedar Hill's HHW from either a mobile collection event or directly from Cedar Hill residents from October 21, 2019, through September 30, 2020. The City of Cedar Hill will be required to pay a fee of \$50 per household per visit, whether the resident participates in a mobile collection event or directly drops off HHW at the Mansfield ECC. The City's fees will be funded through the General Fund.

The contract has been reviewed and approved by:

  
\_\_\_\_\_  
Department Director

9/9/19  
\_\_\_\_\_  
Date

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

9/9/19  
\_\_\_\_\_  
Date

City Council Approval:

\_\_\_\_\_  
Date

*To Be Completed by the City Secretary's Office:*

Date Received:

09/24/2019

Mayor's Signature:

Official Record Copy: \_\_\_\_\_

Department Copy: \_\_\_\_\_

1. The first of these is the  
fact that the system is  
not a closed system. It is  
open to the environment and  
therefore it is not possible  
to define a system boundary  
which is not arbitrary.

INTERLOCAL AGREEMENT FOR PARTICIPATION IN  
MANSFIELD'S ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE  
PROGRAM FY2020

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

THIS AGREEMENT is entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation situated in Tarrant, Ellis and Johnson Counties, Texas, hereinafter called "Mansfield," acting by and through Clayton Chandler, its duly authorized City Manager and the City of Cedar Hill, a home-rule municipal corporation, hereinafter referred to as "Participating City" and located in Dallas and Ellis Counties, Texas, acting herein by and through Stephen Mason its duly authorized Mayor.

**DELIVERY OF NOTICES**

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

If to Mansfield:

Howard Redfearn  
1200 E. Broad St.  
Mansfield, TX 76063

If to Participating City:

Duy Vu, Environmental Manager  
285 Uptown Blvd #100  
Cedar Hill, TX 75104



## OPERATIONAL CONTACTS

### Participating City's Operational Contact Persons:

Designated person is: Duy Vu telephone number: 972-291-5126 x2819  
Mobile phone number (24-hour) where he/she can be reached: 469-909-8619  
Email Address: duy.vu@cedarhilltx.com

Alternate person is Gregg Kidd telephone number: 972-291-5126 x2805  
Mobile phone number (24-hour) where he or she can be reached: 214-952-7235  
Email Address: gregg.kidd@cedarhilltx.com

## INVOICE DELIVERY

### Invoices to Participating City shall be delivered to:

Duy Vu

Name

Public Works

Department (if applicable)

285 Uptown Blvd

Street Address or PO Box

Cedar Hill, TX 75104

City, State, ZIP

duy.vu@cedarhilltx.com

email address for billing questions and correspondence

Participating City shall notify Mansfield in writing if the above contact information changes during the term of this Agreement.

### 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, Mansfield and Participating City desire to enter into an interlocal agreement whereby Mansfield will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Mansfield 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 Mansfield Environmental Services Department facility located at 616 South Wisteria Street, Mansfield, Texas, which is to be used by Mansfield 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 other than the Parties, acts of God, work stoppages due to labor disputes or

strikes, failure of Mansfield's contractor(s) to perform pursuant to their agreements with Mansfield 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 Participating City 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 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.

Participating City means the municipality which has entered into this agreement with the City of Mansfield.

Participating Entities, when used in the plural, means Mansfield, Participating City, and all other entities which have entered into interlocal agreements with Mansfield 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 - Mansfield 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 Mansfield to Participating City whereby, subject to the terms and conditions specified below, Mansfield 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 October 1, 2019 or the date the last party has signed this Agreement, whichever is later, through September 30, 2020. This agreement will be binding for both parties until one or more parties terminate the agreement. Termination of the agreement shall be provided to both parties 45 days prior to the completion date. However, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to four (4) additional one-year terms.

## 4. SERVICES OF MANSFIELD

Mansfield agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Mansfield 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. Mansfield 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 Mansfield has determined are unacceptable. Commercial waste is never accepted by Mansfield.
- B. Mansfield will employ or retain personnel to provide the services necessary to perform Mansfield's obligations in this Agreement.
- C. Mansfield 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 that is collected at the ECC or during mobile collection events.
- D. Mansfield will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Mansfield 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. If the Participating City chooses to conduct a mobile collection using their own equipment, Mansfield shall instruct the operators of the MCU with regard to placement of the MCU for unloading. Mansfield shall take possession of the MCU from the Participating City after the MCU has been properly parked for unloading in accordance with Mansfield's instructions and any required documents have been delivered to the ECC manager or assigned designee. Mansfield shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. Participating City shall, within a reasonable amount of time after notice it has been emptied, retrieve its MCU.
- G. Mansfield will issue a report and an invoice 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 mobile collection events.
- H. Mansfield will act under this Agreement in accordance with all applicable state and federal laws.

#### 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 Operational Contact to interact with Mansfield as designated on the signature page to this contract.
- 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 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.
- E. If a Participating City shall choose to conduct a mobile collection using their own equipment, the Participating City shall be solely responsible for TCEQ notification, setup, advertisement, proper collection and segregation of

materials, and following all local, state, and federal regulations related to collection, labelling, packaging and transportation of the materials collected. The Participating City will commit to not knowingly including unacceptable materials. Participating City will notify Mansfield no less than 45 days prior to a proposed mobile collection event. A minimum of 72 hours prior to the event, Participating City shall coordinate with Mansfield to coordinate unloading of the materials collected. Wastes from commercial, agricultural, or industrial sources shall not be accepted at the mobile collection by the Participating City. If Mansfield, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Mansfield shall repackage such wastes, and Participating City shall reimburse Mansfield as set forth herein. For spills emanating from the Participating City's MCU, Mansfield shall take control of the spill response and Participating City will reimburse Mansfield for its response costs as set forth herein.

- F. If a Participating City resident presents waste that was collected from multiple households, Mansfield reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- G. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.



6. USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD  
HAZARDOUS WASTE

- A. Mansfield 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 Mansfield's approval, and to indemnify Mansfield 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.** Mansfield 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 Mansfield will make available to residents and businesses of Mansfield, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are labelled in their original container, of adequate quantity, and suitable for reuse, such as paint, house cleaners, sealed automotive fluids, etc. Mansfield shall not charge for any materials that are picked up for reuse.
- B. In regards to materials accepted by Participating City, its employees, residents, businesses or any other person **MANSFIELD 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. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

- C. Participating City staff shall contact the ECC manager to arrange a pickup time, aside from regular operating hours, to obtain materials. Participating City agrees that it shall not return to Mansfield, directly or indirectly, any materials it obtains from Mansfield under this paragraph.

#### 8. RIGHT TO REFUSE WASTE

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

- 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 Mansfield 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:

Every second Saturday of each month from 10 am to 3 pm,  
and the Thursday and Friday preceding the second Saturday from 3pm to 7pm.

### 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:

Good Friday

In addition to the above closures, the ECC may close due to inclement weather or other causes, and the Mansfield does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Mansfield will notify Participating City prior to the closure unless due to an unforeseeable event.

### 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 also may advertise the Environmental Collection Center telephone number: 817-728-3655.

## 10. COMPENSATION

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

- A. Participating City agrees to pay Mansfield the sum of **\$50.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Mansfield reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Mansfield determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Mansfield shall repackage such wastes, and Participating City shall reimburse Mansfield for its staff time at \$30.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU occurs at the ECC while

the MCU is still in Participating City's possession, Mansfield shall take control of the spill response and Participating City will reimburse Mansfield for its response costs for staff time at \$60.00 an hour plus cost of supplies and the actual costs for spill response and remediation incurred by Mansfield for third party contractors and other responding entities.

- D. The amount due to Mansfield for services provided under this Section shall be billed to Participating City quarterly. Participating City shall pay Mansfield within 30 days of receiving a bill from Mansfield. If Mansfield does not receive payment within 30 days, Mansfield shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Mansfield 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, Mansfield 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 Mansfield under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.
- G. Damage caused by Mansfield to Participating City's MCU or related equipment shall be reimbursed to Participating City at cost of repair by third party contractors, or original cost whichever is lesser.

#### 11. 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.

#### 12. FORCE MAJEURE

A delay or failure of Mansfield 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 Mansfield 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.

#### 13. 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 any terms and conditions arising from events occurring during the term of the contract.

#### 14. 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 Mansfield.

#### 15. 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.

#### 16. 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.

#### 17. AUTHORITY

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

#### 18. 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  
MANSFIELD'S ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF MANSFIELD

By:

\_\_\_\_\_  
Clayton Chandler  
Assistant City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

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

ATTEST:

\_\_\_\_\_  
Susana Marin  
City Secretary

\_\_\_\_\_  
Contract Authorization No.

\_\_\_\_\_  
Date

CITY OF CEDAR HILL

By:

\_\_\_\_\_  
Stephen Mason  
Mayor

Date: 09/24/2019

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Ron G. MacFarlane, Jr.  
City Attorney

ATTEST:

\_\_\_\_\_  
Belinda Berg  
City Secretary

SIGNATURE PAGE

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

CITY OF MANSFIELD

By:

\_\_\_\_\_  
Clayton Chandler  
Assistant City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

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

ATTEST:

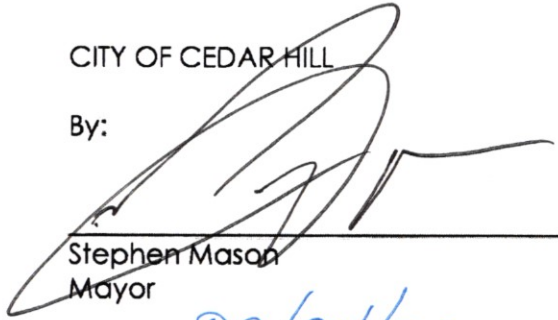
\_\_\_\_\_  
Susana Marin  
City Secretary

\_\_\_\_\_  
Contract Authorization No.

\_\_\_\_\_  
Date


CITY OF CEDAR HILL

By:

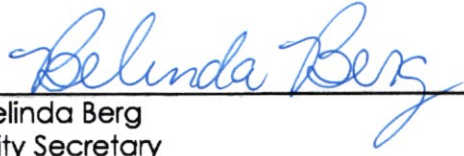
  
\_\_\_\_\_  
Stephen Mason  
Mayor

Date: 09/24/2019

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Ron G. MacFarlane, Jr.  
City Attorney

ATTEST:

  
\_\_\_\_\_  
Belinda Berg  
City Secretary



CITY OF MANSFIELD  
CONTRACT COMPLIANCE MANAGER

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

---

Howard Redfearn  
Environmental Manager



INTERLOCAL AGREEMENT FOR PARTICIPATION IN  
MANSFIELD'S ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE  
PROGRAM FY2020

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**DELIVERY OF NOTICES**

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

If to Mansfield:

Howard Redfearn  
1200 E. Broad St.  
Mansfield, TX 76063

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Duy Vu, Environmental Manager  
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Cedar Hill, TX 75104

## OPERATIONAL CONTACTS

### Participating City's Operational Contact Persons:

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## INVOICE DELIVERY

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Duy Vu

Name

Public Works

Department (if applicable)

285 Uptown Blvd

Street Address or PO Box

Cedar Hill, TX 75104

City, State, ZIP

duy.vu@cedarhilltx.com

email address for billing questions and correspondence

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WHEREAS, Mansfield and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

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Environmental Collection Center (ECC) means the City of Mansfield Environmental Services Department facility located at 616 South Wisteria Street, Mansfield, Texas, which is to be used by Mansfield 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 other than the Parties, acts of God, work stoppages due to labor disputes or

strikes, failure of Mansfield's contractor(s) to perform pursuant to their agreements with Mansfield 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 Participating City 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 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.

Participating City means the municipality which has entered into this agreement with the City of Mansfield.

Participating Entities, when used in the plural, means Mansfield, Participating City, and all other entities which have entered into interlocal agreements with Mansfield 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 - Mansfield 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 Mansfield to Participating City whereby, subject to the terms and conditions specified below, Mansfield 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 October 1, 2019 or the date the last party has signed this Agreement, whichever is later, through September 30, 2020. This agreement will be binding for both parties until one or more parties terminate the agreement. Termination of the agreement shall be provided to both parties 45 days prior to the completion date. However, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to four (4) additional one-year terms.

## 4. SERVICES OF MANSFIELD

Mansfield agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Mansfield 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. Mansfield 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 Mansfield has determined are unacceptable. Commercial waste is never accepted by Mansfield.
- B. Mansfield will employ or retain personnel to provide the services necessary to perform Mansfield's obligations in this Agreement.
- C. Mansfield 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 that is collected at the ECC or during mobile collection events.
- D. Mansfield will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Mansfield 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. If the Participating City chooses to conduct a mobile collection using their own equipment, Mansfield shall instruct the operators of the MCU with regard to placement of the MCU for unloading. Mansfield shall take possession of the MCU from the Participating City after the MCU has been properly parked for unloading in accordance Mansfield's instructions and any required documents have been delivered to the ECC manager or assigned designee. Mansfield shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. Participating City shall, within a reasonable amount of time after notice it has been emptied, retrieve it's MCU.
- G. Mansfield will issue a report and an invoice 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 mobile collection events.
- H. Mansfield will act under this Agreement in accordance with all applicable state and federal laws.

#### 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 Operational Contact to interact with Mansfield as designated on the signature page to this contract.
- 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 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.
- E. If a Participating City shall choose to conduct a mobile collection using their own equipment, the Participating City shall be solely responsible for TCEQ notification, setup, advertisement, proper collection and segregation of

materials, and following all local, state, and federal regulations related to collection, labelling, packaging and transportation of the materials collected. The Participating City will commit to not knowingly including unacceptable materials. Participating City will notify Mansfield no less than 45 days prior to a proposed mobile collection event. A minimum of 72 hours prior to the event, Participating City shall coordinate with Mansfield to coordinate unloading of the materials collected. Wastes from commercial, agricultural, or industrial sources shall not be accepted at the mobile collection by the Participating City. If Mansfield, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Mansfield shall repackage such wastes, and Participating City shall reimburse Mansfield as set forth herein. For spills emanating from the Participating City's MCU, Mansfield shall take control of the spill response and Participating City will reimburse Mansfield for its response costs as set forth herein.

- F. If a Participating City resident presents waste that was collected from multiple households, Mansfield reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- G. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.

6. USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD  
HAZARDOUS WASTE

- A. Mansfield 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 Mansfield's approval, and to indemnify Mansfield 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.** Mansfield 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 Mansfield will make available to residents and businesses of Mansfield, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are labelled in their original container, of adequate quantity, and suitable for reuse, such as paint, house cleaners, sealed automotive fluids, etc. Mansfield shall not charge for any materials that are picked up for reuse.
- B. In regards to materials accepted by Participating City, its employees, residents, businesses or any other person **MANSFIELD 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. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

- C. Participating City staff shall contact the ECC manager to arrange a pickup time, aside from regular operating hours, to obtain materials. Participating City agrees that it shall not return to Mansfield, directly or indirectly, any materials it obtains from Mansfield under this paragraph.

#### 8. RIGHT TO REFUSE WASTE

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

- 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 Mansfield 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:

Every second Saturday of each month from 10 am to 3 pm,  
and the Thursday and Friday preceding the second Saturday from 3pm to 7pm.

### 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:

Good Friday

In addition to the above closures, the ECC may close due to inclement weather or other causes, and the Mansfield does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Mansfield will notify Participating City prior to the closure unless due to an unforeseeable event.

### 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 also may advertise the Environmental Collection Center telephone number: 817-728-3655.

## 10. COMPENSATION

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

- A. Participating City agrees to pay Mansfield the sum of **\$50.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Mansfield reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Mansfield determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Mansfield shall repackage such wastes, and Participating City shall reimburse Mansfield for its staff time at \$30.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU occurs at the ECC while

the MCU is still in Participating City's possession, Mansfield shall take control of the spill response and Participating City will reimburse Mansfield for its response costs for staff time at \$60.00 an hour plus cost of supplies and the actual costs for spill response and remediation incurred by Mansfield for third party contractors and other responding entities.

- D. The amount due to Mansfield for services provided under this Section shall be billed to Participating City quarterly. Participating City shall pay Mansfield within 30 days of receiving a bill from Mansfield. If Mansfield does not receive payment within 30 days, Mansfield shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Mansfield 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, Mansfield 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 Mansfield under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.
- G. Damage caused by Mansfield to Participating City's MCU or related equipment shall be reimbursed to Participating City at cost of repair by third party contractors, or original cost whichever is lesser.

#### 11. 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.

#### 12. FORCE MAJEURE

A delay or failure of Mansfield 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 Mansfield 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.

#### 13. 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 any terms and conditions arising from events occurring during the term of the contract.

#### 14. 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 Mansfield.

#### 15. 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.

#### 16. 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.

#### 17. AUTHORITY

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

#### 18. 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  
MANSFIELD'S ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF MANSFIELD

By:

\_\_\_\_\_  
Clayton Chandler  
Assistant City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

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

ATTEST:

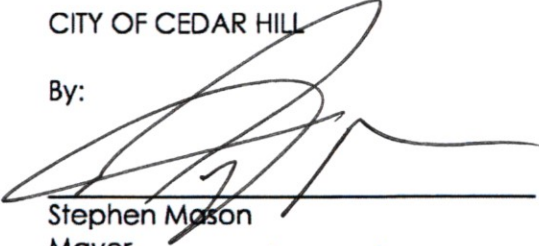
\_\_\_\_\_  
Susana Marin  
City Secretary

\_\_\_\_\_  
Contract Authorization No.

\_\_\_\_\_  
Date


CITY OF CEDAR HILL

By:

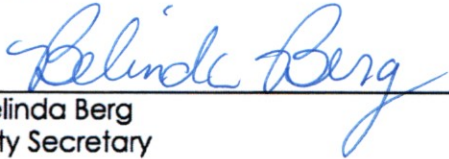
  
\_\_\_\_\_  
Stephen Mason  
Mayor

Date: 09/24/2019

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Ron G. MacFarlane, Jr.  
City Attorney

ATTEST:

  
\_\_\_\_\_  
Belinda Berg  
City Secretary



SIGNATURE PAGE

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

CITY OF MANSFIELD

By:

\_\_\_\_\_  
Clayton Chandler  
Assistant City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

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

ATTEST:

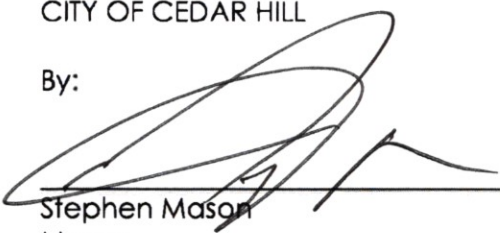
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Susana Marin  
City Secretary

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Contract Authorization No.

\_\_\_\_\_  
Date

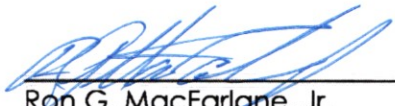
CITY OF CEDAR HILL

By:

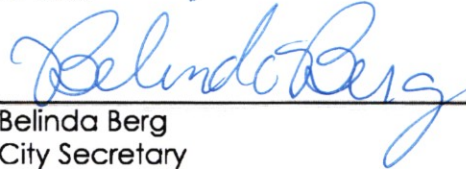
  
\_\_\_\_\_  
Stephen Mason  
Mayor

Date: 09/24/2019

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Ron G. MacFarlane, Jr.  
City Attorney

ATTEST:

  
\_\_\_\_\_  
Belinda Berg  
City Secretary

CITY OF MANSFIELD  
CONTRACT COMPLIANCE MANAGER

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

---

Howard Redfearn  
Environmental Manager