

EXHIBIT
"A"

**INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE
CITY OF ROUND ROCK'S
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, a home-rule municipal corporation located in Williamson and Travis Counties, Texas, hereinafter called the "**City**" and Brushy Creek Municipal Utility District, a Texas conservation and reclamation district located in Williamson County, hereinafter called the "**Participating Entity**" and hereinafter collectively referred to as the "**Parties**."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 791.003(4) of the Texas Government Code and Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 791.011(c)(1) of the Texas Government Code authorizes a local government to enter into an agreement with another local government to provide a governmental function or service; and,

WHEREAS, waste disposal is defined as a "governmental function and service" pursuant to Section 791.003(3)(H); and,

WHEREAS, the Participating Entity seeks to encourage residents to efficiently dispose of household hazardous waste, hereinafter called "**HHW**;" and,

WHEREAS, the City currently provides a HHW Collection Program for residents of the City, including monthly scheduled collection events; and,

WHEREAS, the City and the Participating Entity desire to enter into this Agreement whereby the City will provide HHW disposal services for the Participating Entity as described herein; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases in this Agreement shall have the following meaning:

A. **Household Hazardous Waste (HHW)** means any solid waste generated in a household by a consumer which except for the exclusion provided for and in 40 CFR 261.4(b)(1) would be classified as a hazardous waste under 40 CFR part 261.

B. **Residential Quantity** means no more than the equivalent of twenty-five (25) gallons and/or fifty (50) pounds of household hazardous materials and no container over five (5) gallons in size.

ARTICLE II PURPOSE

The purpose of this Agreement is for the City to provide HHW disposal services to residents of the Participating Entity as set forth herein.

ARTICLE III TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (“**Effective Date**”). This Agreement shall expire five (5) years from the Effective Date of this Agreement, unless extended by mutual consent of the Parties.

ARTICLE IV SERVICES

A. The City currently administers HHW collection events for residents of the City. The City agrees to issue up to fifty (50) vouchers per month to the Participating Entity for presentation at a City HHW collection event. Upon presentation of a valid voucher at a City HHW collection event, the City shall dispose of the resident’s HHW, provided the requirements set forth below are met.

B. A voucher shall entitle one household to dispose of a Residential Quantity of HHW at a scheduled HHW collection event. The City has the right to refuse any material that is not HHW or is more than the Residential Quantity.

C. The City has the right to refuse any HHW that is presented by a resident of the Participating Entity that does not have a valid voucher. All vouchers shall expire and become invalid two (2) years after issuance to the Participating Entity by the City.

D. The Participating Entity is responsible for distribution of the vouchers to the residents of the Participating Entity in such manner as the Participating Entity determines appropriate. The City shall not provide vouchers to individual residents of the Participating Entity and is not responsible for determining if a resident is entitled to possession of a voucher.

E. The Participating Entity is responsible for requesting vouchers from the City. The Participating Entity shall be issued requested vouchers upon payment to the City in the amount of forty dollars (\$40) per voucher.

F. The City reserves the right to cancel scheduled collection events due to inclement weather or any other reasons the City determines necessary.

G. The City agrees to employ and retain personnel to provide the services necessary to administer the HHW collection events and agrees to maintain a valid contract with an appropriate facility responsible for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of HHW.

ARTICLE V DESIGNATED REPRESENTATIVE

The City hereby designates the following representative to act in its behalf with regard to this Agreement:

Michael D. Thane, P.E.
City of Round Rock, Director of Utilities
3400 Sunrise Road
Round Rock, Texas 78665
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

ARTICLE VI TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE VII INDEMNIFICATION

To the extent authorized by Texas law, the Participating Entity shall defend, indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of the Participating Entity, or Participating Entity's successors, assigns, officers, employees and elected officials, in the negligent performance of the Participating Entity's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of the City or the Participating Entity (including but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

Participating Entity:

Shean Dalton, General Manager
Brushy Creek MUD
16318 Great Oaks
Round Rock, TX 78681

City:

Laurie Hadley, City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas. All obligations hereunder are performable in Williamson County, Texas and venue for any action concerning this Agreement shall be in Williamson County, Texas.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

EXECUTED on this the _____ day of the month of _____, 2021.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date Signed: _____

ATTEST:

By: _____
Sara White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan Sheets, City Attorney

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: _____
Donna B. Parker, Board President

Date Signed: _____

ATTEST:

By: _____
_____ Board Secretary