

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF ALLEN, TEXAS
FOR
HOUSEHOLD HAZARDOUS WASTE RECYCLING AND REUSE PROGRAM**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "**PLANO**"), and the **CITY OF ALLEN**, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "**ALLEN**") (collectively the "Parties" or singularly a "Party").

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function of which both **PLANO** and **ALLEN** are engaged for the benefit of their citizens; and

WHEREAS, **PLANO** and **ALLEN** recognize the benefit of recycling as a means of reducing solid waste disposal and preserving and protecting the health, safety and welfare of their citizens; and

WHEREAS, **PLANO** and **ALLEN** consider a household-hazardous-waste-collection program an important part of controlling pollutants in our stormwater management program; and

WHEREAS, for several years **PLANO** and **ALLEN** have operated a household hazardous waste ("HHW") collection program in which certain recyclable or reusable HHW items are collected and recycled described in Exhibit A and incorporated herein as **Exhibit A**) through the **PLANO** and **ALLEN** HHW reuse facilities for the benefit of its citizens; and

WHEREAS, **PLANO** maintains a HHW reuse facility at the City's Parkway Service Center, 4120 W. Plano Parkway ("Plano HHW Facility.") This Plano HHW Facility is used for sorting and stocking HHW items collected for reuse. The Plano HHW Facility is also used for recycling latex paint and offering it for reuse; and

WHEREAS, **ALLEN** maintains a HHW reuse facility at the City's Service Center, 900 South Greenville Avenue ("Allen HHW Facility.") This Allen HHW Facility is used for stocking HHW items collected for reuse. The Allen HHW Facility is also used for offering recycled latex paint for reuse; and

WHEREAS, **ALLEN** wants to continue a HHW collection program within its corporate city limits and utilize the Plano HHW Reuse Facility to sort and stock its reusable HHW items along with stocking reusable items at the **ALLEN** HHW Facility; and

WHEREAS, HHW recycling is a common governmental interest shared by both cities, and the joint use of **PLANO'S** HHW Facility and **ALLEN'S** HHW Facility and paint recycling operation will benefit the public health, safety and welfare of the citizens of **PLANO** and **ALLEN**; and

WHEREAS, **PLANO** and **ALLEN** have current funds available to satisfy any fees or expenses incurred pursuant to this Agreement.

NOW, THEREFORE, PLANO and **ALLEN**, for the mutual consideration hereinafter stated, agree as follows:

I.

EFFECTIVE DATE

The effective date of this Agreement shall be October 1, 2018.

II.

TERM

The initial term of this Agreement shall be for the period of two (2) years, beginning October 1, 2018, and ending September 31, 2020. Thereafter, this Agreement shall be renewed for five (5) successive terms of two (2) years each, unless either Party provides written notice not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term.

III.

DUTIES OF PARTIES

3.1 PLANO will assist **ALLEN** with sorting and stocking the HHW materials collected by **ALLEN** and delivered to the **PLANO** HHW Facility. **ALLEN** will deliver only those HHW materials to the **PLANO** HHW Facility, which are identified in **Exhibit A** as acceptable materials.

3.2. PLANO reserves the right to reject any HHW materials, or other solid waste delivered by **ALLEN** to the Plano HHW Facility, which in **PLANO'S** sole judgment is unacceptable. **ALLEN** shall be solely responsible for the proper disposal of any HHW materials or other solid waste materials rejected by **PLANO**.

3.3. PLANO will make the Plano HHW Facility available to citizens of **ALLEN** for pick up of sorted and stocked items during scheduled times as mutually agreed. **ALLEN** will make the Allen HHW Facility available to citizens of **PLANO** for pick up of sorted and stocked items during scheduled times as mutually agreed. Use of the facilities by citizens of **ALLEN** and **PLANO** is limited to pick up of sorted and stocked items in accordance with the policies of the respective Reuse Facility. Under no circumstances,

will **ALLEN** citizens be allowed to drop off HHW materials or other solid waste materials at the **PLANO** Reuse Facility; nor will **PLANO** citizens be allowed to drop off HHW materials at the **ALLEN** Reuse Facility.

3.4 ALLEN agrees to provide properly trained workers in sufficient number to assist the Plano HHW Facility staff with unloading, sorting, processing and stocking HHW material delivered to the **PLANO** HHW Facility by **ALLEN**.

3.5. PLANO and **ALLEN** agree that each City will maintain their own equipment used in conjunction with the HHW collection program.

3.6 ALLEN shall pay a monthly fee, as set forth in Paragraph IV of this Agreement, for the use of the Plano HHW Facility. This monthly fee shall be due and owing on or before the date set forth in this Agreement.

3.7 Upon termination of this Agreement, all delivery of HHW materials shall cease. During the thirty-day notice period required by Article V below, each Party shall provide written notice of the termination of this Agreement to their citizens.

IV.

PAYMENT TERMS/ FISCAL FUNDING

4.1 ALLEN agrees to pay **PLANO** a fee of \$0.17 per single-family residential household in **ALLEN** per month for the right to utilize the **PLANO** HHW Facility in accordance with the terms of this Agreement. Such payment shall be due and payable to **PLANO** by the 20th day of each month following the effective date of this Agreement. **ALLEN** shall provide documentation of the current number of single-family residential homes located within the City of Allen with each monthly payment.

4.2 PLANO may negotiate a fee increase with **ALLEN** as costs and conditions dictate. **PLANO** should provide **ALLEN** a notice of cost increase on or before March 1 of each calendar year to assist in budget preparation for the next fiscal Year. All cost increases shall take effect on October 1 at the start of a new Fiscal Year.

4.3 All fees and expenses incurred by either Party, as a result of its obligations hereunder, shall be paid from current revenues legally available to each Party respectively. **ALLEN** and **PLANO** recognize that the continuation of any contract after the close of any given fiscal year, which fiscal years end on September 30th of each year, shall be subject to approval by the City Council of **ALLEN** and **PLANO** respectively. In the event that the City Council of **ALLEN** or **PLANO** do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

V.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either Party giving thirty (30) days prior written notice to the other Party. In the event of such termination by either Party, **ALLEN** shall pay all fees that may be due and owing up to and including the effective date of termination of this Agreement.

VI.

NOTICE

Notice as required by this Agreement shall be in writing and delivered to the Parties via facsimile or certified mail at the addresses listed below:

PLANO

Environmental Waste Services Manager
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358
Telephone (972) 964-4104
Facsimile: (972) 964-4172

ALLEN

Director of Community Services
City of Allen
One Allen Civic Plaza
Allen, Texas 75013
(214) 509-4501
(214) 509-4590

With Copies to:

City Attorney
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Peter G. Smith, City Attorney
Nichols, Jackson, Dillard, Hager &
Smith
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
214-965-9900
214-965-0010

Each Party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

VII.

HOLD HARMLESS

Each Party, to the extent authorized under the constitution and laws of the State of Texas and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost and expense to persons or property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, ALLEN and PLANO agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the Parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the Parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VIII.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between **PLANO** and **ALLEN** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IX.

VENUE

The laws of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto. This Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

X.

SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity of the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice of its intent to terminate.

XI.

AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

XII.

ASSIGNMENT AND SUBLETTING

The Parties hereby agree that the duties and obligations arising under this Agreement cannot be assigned or sublet without the prior written consent of the other Party.

XIII.

INTERPRETATION OF AGREEMENT

This is a mutually negotiated Agreement. Should any part of this Agreement be in dispute, the Parties agree that this document shall not be construed more favorably for either Party.

XIV.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

EXECUTED in duplicate originals this _____ day of _____, 2018.

Approved as to Form:

CITY OF PLANO, TEXAS

Paige Mims, City Attorney

By:

Bruce Glasscock
City Manager

Approved as to Form:

CITY OF ALLEN, TEXAS

Peter G. Smith, City Attorney

By:

Peter H. Vargas
City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN_____)

 This instrument was acknowledged before me on the _____ day of _____, 2018, by **Peter H. Vargas**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

 This instrument was acknowledged before me on the _____ day of _____, 2018, by **Bruce Glasscock**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT A
The City of Plano Household Hazardous Waste (HHW) Reuse Program

I. HHW Materials Accepted

Household Products

Ammonia-based cleansers
Drain cleaner
Fire extinguishers
Floor care products
Fluorescent bulbs that don't fit in the automated pick-up trash bin
Furniture polish
Insect sprays
Metal polish with solvent
Oven cleaner
Used syringes with special pick-ups arranged at front porch
Window cleaners

Products Found in the Garage

Aerosol spray paint
Antifreeze
Automatic transmission fluid
Brake fluid
Car batteries and battery acid
Car wax and metal polish with solvent
Diesel fuel
Gasoline
Kerosene
Lighter fluid
Latex paint
Motor oil
Oil-based paint
Oil filters
Paint stripper
Paint thinner
Power steering fluid
Primers
Propane tanks
Turpentine
Varnish
Wood preservatives

Note: All used automotive fluids must be in a heavy-duty plastic bottle (such as from detergent or orange juice) secured by a screw-topped lid and clearly labeled with the contents.

Garden Products

Fertilizer
Fungicide
Herbicide
Pesticide

Pool Chemicals

Alkaline additive
Pool chlorine
Muriatic acid
Pool cleaners
Shock treatment

II. HHW Materials Not Accepted

Expired medication – place in trash in sealed containers
Ammunition
Arsenic
Chemicals not in original containers with the exception of used automotive fluids
(see above)
Chemical containers larger than five gallons
Explosives
Medical waste
Mercury
Nuclear/radioactive waste
Thermometers
Unidentified chemicals