

AGENDA ITEM # 22

April 8, 1997

VOL.87, pg.935

Consider approving interlocal agreement with City of Georgetown regarding participation in Household Hazardous Waste Collection Day.

Judge Doerfler advised the City of Georgetown is contributing \$7,500.00 as their local share and Commissioner Mehevec advised Cities of Taylor and Thrall have also pledged contributions.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with City of Georgetown regarding participation in Household Hazardous Waste Collection Day.

Vote: Motion carried 5 - 0

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	THE CITY OF GEORGETOWN AND
	§	WILLIAMSON COUNTY
COUNTY OF WILLIAMSON	§	PARTICIPATION IN AND FUNDING OF
	§	THE WILLIAMSON COUNTY
CITY OF GEORGETOWN	§	HOUSEHOLD HAZARDOUS WASTE
	§	COLLECTION DAY

THIS AGREEMENT is made and entered into by and between the **CITY OF GEORGETOWN**, a Texas Home Rule Municipal Corporation (hereinafter "City") and the **WILLIAMSON COUNTY** (hereinafter "County"), all being either a local government or a county government duly organized and existing under the laws of the State of Texas acting herein by and through their respective officers duly authorized to so act. The purpose of this agreement is to fund and conduct a Williamson County Household Hazardous Waste Collection Day.

1. TERMS AND CONDITIONS OF AGREEMENT

The "City" agrees to participate as a local sponsor in the Williamson County Household Hazardous Waste Collection Day to be coordinated by the "County". The "City" further agrees to pay \$7,500.00 as a local share of the Collection Day cost within 30 days of receiving a copy of an invoice from the "County".

The "County" agrees to be the entity responsible for taking all actions necessary to cause the Collection Day to be conducted, for the preparation and distribution of a post-event report, and will use its best efforts to complete the Collection Day and report by June 30, 1997.

The obligations of the "City" and the "County" under this Agreement are contingent upon the "County": (i) being able to enter into a contract with a licensed hauling contractor for the collection, packaging, transportation, and disposal of household hazardous wastes related to the Collection Day; (ii) being able to receive appropriate approvals for the Collection Day from the Texas Natural Resource Conservation Commission (TNRCC); and, (iii) being able to enter into agreements for support and funding similar to this Agreement with other local sponsors listed below:

Williamson County
City of Georgetown
Anderson Mill MUD

City of Cedar Park
City of Round Rock
Brushy Creek MUD

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In the event the Collection Day is not held by June 30, 1997, both parties agree that this Agreement is to be considered null and void.

II. COMPLIANCE WITH LAWS.

The parties shall observe and comply with all Federal, State, and City laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this Agreement.

III. MISCELLANEOUS.**A. Attorney Fees:**

In any action brought by either party in which a judgement is awarded in favor of the party instituting the action for the enforcement of the obligations and conditions of this Agreement that party shall be entitled to recover all costs from the other party, including attorney's fees, incurred in the enforcement of this Agreement.

B. Severability:

If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Notice:

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certified fees prepaid.

CITY

Bob Hart, City Manager

City of Georgetown

P. O. Box 409

Georgetown, TX 78627-0409

COUNTY

John Doerfler, County Judge

Williamson County Courthouse

Georgetown, Texas 78726

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. Entire Agreement:

This Agreement, and any exhibits attached is the complete and entire Agreement between the parties. Any modification or amendment shall not be effective unless signed in writing by both parties.

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Signed this 25th day of March, 1997.

CITY OF GEORGETOWN

By: Leo Wood
Leo Wood
Mayor

WILLIAMSON COUNTY

By: John C. Doerfler 4-8-97
John Doerfler
County Judge

ATTEST:

Sandra A. Lee
Sandra Lee
City Secretary

APPROVED AS TO FORM:

Marianne Landers Banks
Marianne Landers Banks
City Attorney

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Consider awarding bid for fire ant poison.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To award bid for fire ant poison as follows:

Helena Chem Company

3 lbs. Award @ \$20.94 to be sold for \$21.00

3 lbs. Logic @ \$18.30 to be sold for \$19.00

Terra Industries

7.50 lb Amdro w/\$1.50 rebate to county to be sold for \$7.50

Vote: Motion carried 5 - 0