

**FIRST AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 49655
AN INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT WORTH AND [REDACTED]
FOR PARTICIPATION IN THE ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This First Amendment to Fort Worth City Secretary Contract No. 49655 (“First Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation, and City of [REDACTED], (“Participating City”) and located in [REDACTED] County, Texas, acting herein by and through [REDACTED] its duly authorized [REDACTED]

WHEREAS, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49655 (the “Agreement”) for participation in the Environmental Collection Center Household Hazardous Waste Program; and

WHEREAS, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

WHEREAS, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

WHEREAS, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

NOW THEREFORE, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

AMENDMENTS

1. Section 10 “Compensation”, Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

Participating City agrees to pay Fort Worth the sum of **\$95.00** 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, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste

originated. Fort Worth may adjust the cost per household visit to the ECC (or per participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

SIGNATURE PAGE

**INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

Executed effective as of the date signed by the Assistant City Manager below.

FORT WORTH:

<p>City of Fort Worth</p> <p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p>Approval Recommended:</p> <p>By: _____ Name: James Keezell Title: Assistant Director Code Compliance</p> <p>Attest:</p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p>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.</p> <p>By: _____ Name: Rex Johnson Title: Environmental Supervisor</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: Christopher Austria Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: 28276</p>
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PARTICIPATING CITY

<p>City of _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Attest:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Approved as to Form and Legality:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: City Attorney/Assistant City Attorney</p>
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