Capital Area Council of Governments Interlocal Agreement for 2026-2027 Solid Waste Grant 27-12-02

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. Burnet County ('GRANT RECIPIENT") is a county in the State of Texas.

1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality (TCEQ) for the implementation of the Regional Municipal Solid Waste Plan (RSWMP).

1.4. GRANT RECIPIENT has applied for grant funding from CAPCOG to fund solid waste management activities that support CAPCOG's Regional Solid Waste Management Plan (RSWMP).

1.5. TCEQ has authorized CAPCOG to award funding to GRANT RECIPIENT for eligible activities.

1.6. This agreement is entered into between CAPCOG and GRANT RECIPIENT pursuant to Texas Government Code chapter 791.

1.7. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.

1.8. Each CAPCOG and GRANT RECIPIENT being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

2.1. GRANT RECIPIENT agrees to carry out the work described in Attachment A.

Sec. 3. Term of Agreement

3.1. The effective date of this agreement is September 1, 2026, and ends, unless sooner terminated or extended under Sec. 9, 10 ,or 11, on April 30, 2027, or extended by written mutual agreernent of the Parties. As indicated in the Scope of Work, there are obligations that extend beyond the term of the contract.

Sec. 4. Agreement Price and Payment Terms

4.1. CAPCOG agrees to provide GRANT RECIPIENT a grant of $40,000.00 on a reimbursement basis in accordance with the terms in Attachment A. CAPCOG may unilaterally increase this amount if funding allows.

4.2. GRANT RECIPIENT shall bill CAPCOG no later than 45 days following the collection event.

4.3. The invoice requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.

4.4. GRANT RECIPIENT agrees to certify each invoice as follows:

Burnet County certifies that this invoice is correct and complete and that the amount requested has not been received.

4.5. CAPCOG agrees to pay GRANT RECIPIENT the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A

Sec. 5. Rights and Duties

5.1. To the extent authorized under Texas law, as to any judicial or administrative suit, claim, investigation, or proceeding (each a "Proceeding") brought by someone other than GRANT RECIPIENT that arises out of GRANT RECIPIENT's breach of this agreement or any negligent or intentional act of GRANT RECIPIENT under this agreement or any of the transactions contemplated under this agreement, GRANT RECIPIENT shall indemnify CAPCOG, its directors, officers, employees, and agents (collectively, "CAPCOG Indemnitees") against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "Indemnifiable Losses") except to the extent that a CAPCOG Indemnitee negligently or intentionally caused those Indemnifiable Losses. To the extent authorized under Texas law, as to any Proceeding brought by someone other than CAPCOG that arises out of CAPCOG's breach of this agreement or any negligent or intentional act of CAPCOG under this agreement or any of the transactions contemplated under this agreement, CAPCOG shall indemnify GRANT RECIPIENT, its officers, employees, and agents (collectively, "GRANT RECIPIENT Indemnitees") against all Indemnifiable Losses except to the extent that a GRANT RECIPIENT Indemnitee negligently or intentionally caused those Indemnifiable Losses.

5.2. For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this section. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary.

During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this agreement.

Sec. 6. Compliance with Applicable Law and Policy

6.1. GRANT RECIPIENT agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

7.1. GRANT RECIPIENT is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

8.1. Except as specified in the attached scope of services, GRANT RECIPIENT may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

Sec. 9. Records and Inspections

9.1. GRANT RECIPIENT agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. GRANT RECIPIENT agrees to maintain these records at GRANT RECIPIENT's office address described in Sec. 15.

9.2. Subject to the additional requirement of Sec. 9.3, GRANT RECIPIENT agrees to preserve the records for four years after receiving its final payment under this Agreement.

9.3. If an audit of or information in the records is disputed or the subject of litigation, GRANT RECIPIENT agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at GRANT RECIPIENT's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

9.5. CAPCOG is also entitled to visit GRANT RECIPIENT's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information, and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If GRANT RECIPIENT believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, GRANT RECIPIENT must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that GRANT RECIPIENT will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of GRANT RECIPIENT's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable

precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform GRANT RECIPIENT of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either Party with a 60 day written notice delivered under the terms of Section 15.

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

12.1. GRANT RECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, GRANT RECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving GRANT RECIPIENT notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.

12.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 12, GRANT RECIPIENT is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to GRANT RECIPIENT for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

13.1. If GRANT RECIPIENT or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching Party describing the breach and demanding corrective action. The breaching Party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.

13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 14. Dispute Resolution

14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.

14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to Burnet County, Attn: Tessa Rowland, 220 S. Pierce St. Burnet Texas 78611, trowland@burnetcountytexas.org.

14.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (l) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (3) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org.

15.3. GRANT RECIPIENT's address is Attn: 220 S. Pierce St. Burnet Texas 78611 Attn: Tessa Rowland Grant Administrator, trowland@burnetcountytexas.org.

15.4. A Party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

Attachment A: Scope of Services

Attachment B: Project Representatives and Records Location

Sec. 17. Miscellaneous

17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.

17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.

17.5. This Agreement is executed through signatures by both parties transmitted electronically.

Burnet County	Capital Area Council of Governments
By 	By_____
Bryan Wilson	Chris Miller
Burnet County Judge	Executive Director
Date: October 13, 2026	Date:_____

If local government is a County government, provide the date the Commissioners' court approved the contract. If a Commissioners' Court delegated authority to sign this agreement to someone other than the county judge, please provide a copy of the meeting minutes documenting this.

Attachment A: Scope of Services

Grant Summary

GRANT RECIPIENT agrees to carry out work identified in its grant application for funding to CAPCOG, which is summarized below and incorporated by reference:

Project Name: HHW Collection Event

Project Category: Household Hazardous Waste Management

Total Project Cost: $40,000.00

Narrative Description

Burnet County, in collaboration with local municipalities, the Central Texas Groundwater Conservation District, and private partners, will conduct a one-day Household Hazardous Waste Collection event in October 2026 at the Burnet County Recycle and Reuse Center. The event will provide residents with a safe and accessible option to properly dispose of household hazardous waste, batteries, used oil and filters, paint, antifreeze, electronics, fluorescent bulbs, tires, and scrap metal. The project is expected to serve more than 500 households and promote proper waste disposal throughout Burnet County.

GRANT RECIPIENT understands that any changes to the scale or scope of the project may require re-approval by CAPCOG and TCEQ and must notify CAPCOG ahead of time before making any significant changes to ensure eligibility of costs and continued funding. GRANT RECIPIENT understands that it was awarded funding based on the full scope of the project as described in its application and that any significantly modified project may not have been awarded funding had it been presented to the Solid Waste Advisory Committee with the modifications being requested.

Budget

Table 1. Budget Summary

Budget Category	Grant Amount
Travel	$0.00
Supplies	$10,000.00
Equipment (per-unit acquisition cost of $5,000 or more)	$0.00
Construction	$0.00
Contractual	$30,000.00
Other	$0.00
TOTAL	$40,000.00

Reporting

As a condition of funding, TCEQ and CAPCOG require grant recipients to provide detailed reporting on the results achieved through the grant funding. For discrete activities, this will include quantities of solid waste collected or diverted within the time frame of the grant contract. For projects involving equipment or construction, this will involve a "follow-up results report" that identifies activities completed since the new capital asset was put into service, and which will be due the following year.

TCEQ Grant Contract with CAPCOG Incorporated by Reference

GRANT RECIPIENT also agrees to abide by all terms of CAPCOG's Grant Contract 582-26-00073 with TCEQ, which is incorporated by reference, as it relates to subawards, including all terms in the FY 2026-2027 Regional Solid Waste Program Administrative Procedures and submitting follow-up result; reports on the use of the equipment in accordance with TCEQ requirements.

TCEQ's Administrative Procedures includes a number of special requirements for projects that involve equipment or construction that will apply to any such project funded under this RFA. Please refer to section I-E of this document and otherwise review other parts of the document applicable to equipment and construction. The requirements identified in TCEQ's Administrative Procedures will be incorporated to any contract CAPCOG enters into with an applicant that involved equipment or construction.

Ability to Add Funds

CAPCOG may unilaterally award additional funds above the amount listed above and in section 4, if funding allows, up to 100% of the total actual eligible costs of the project. If this occurs, CAPCOG may request an updated reimbursement request from GRANT RECIPIENT, or it may unilaterally adjust payment based on the documentation provided.

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to trowland@burnetcountytexas.org

Charles Simon
(Name)
Director of Regional Planning and Services
(Title)

Telephone No.: (512) 916-6039

E-mail: csimon@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

GRANT RECIPIENT Project Representative

The individual named below is the GRANT RECIPIENT Project Representative, who is authorized to give and receive communications and directions on behalf of GRANT RECIPIENT. All communications must be addressed to the GRANT RECIPIENT Project Representative or his or her designee. The GRANT RECIPIENT Project Representative may indicate a designee through an e-mail to csimon@capcog.org.

Tessa Rowland
(Name)
Grant Administrator
(Title)

Telephone No.: 512-715-5211

E-mail: trowland@burnetcountytexas.org

Burnet County
220 S. Pierce St.
Burnet Texas 78611

Submittal of Payment Requests

All payment requests must be made on the form provided by CAPCOG and sent to csimon@capcog.org, kcarey@capcog.org, and apinvoices@capcog.org in accordance with the schedule in Attachment A.

Designated Location for Records Access and Review

GRANT RECIPIENT designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Burnet County Auditor's Office
133 E Jackson St.
Burnet Texas 78611