

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON (“CITY”), A TEXAS HOME RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF LITTLE ELM (“LITTLE ELM”) CONCERNING DELIVERY OF SPECIFIED TONNAGE TO THE CITY’S LANDFILL BY LITTLE ELM AT A DISCOUNT DISPOSAL RATE (“INTERLOCAL AGREEMENT”); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns, operates, and maintains the City of Denton ECO-W. E. R. C. S. Complex located at 1527 South Mayhill Road, Denton, Denton County, Texas 76208 (“Landfill”); and

WHEREAS, the Landfill is operated in accordance with TCEQ Municipal Solid Waste Management Facility Permit No. MSW-1590B, as amended, issued to the City of Denton pursuant to Texas Health & Safety Code Chapter 361; and

WHEREAS, the City Council of the City of Denton desires that the City of Denton Landfill receive predictable tonnages of solid waste for both revenue and management purposes; and

WHEREAS, under the Interlocal Agreement, Little Elm will deliver a specified annual tonnage of solid waste to the Landfill in exchange for a discounted disposal fee per ton (“Discount Disposal Rate”) and will make payment based on the tonnage delivered; and

WHEREAS, the Interlocal Agreement has a term of two (2) years, effective October 1, 2024, with no renewals or extensions; and

WHEREAS, the City of Denton has determined that this Agreement is in the public interest.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to execute the Interlocal Agreement with the Town of Little Elm attached hereto as Exhibit “A” and incorporated for all purposes for delivery of specified tonnage to the City’s landfill at a Discount Disposal Rate.

SECTION 3. Minor adjustments to the attached Interlocal Agreement by the City Manager or their designee are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this ordinance.

SECTION 4. The City Manager, or their designee, is authorized to carry out all duties and

obligations to be performed by the City under the Interlocal Agreement, unless otherwise reserved in the Interlocal Agreement for City Council approval.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

**Exhibit "A"**

**Interlocal Agreement for Modified Landfill Disposal Rate  
with the Town of Little Elm**



NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

1. Recitals Incorporated. The recitals stated above are incorporated in this Contract for all purposes and are found by the Parties to be true and correct.
2. Administration. This Contract shall be administered on behalf of the City by its Director of Solid Waste or the Director's designee (hereinafter called the "Director"), and on behalf of Little Elm by its duly authorized officer or employee.
3. Contract Year. For purposes of this Contract, "Contract Year" shall mean any period during the Contract term beginning on October 1 and ending on September 30 of the following year.

4. Delivery of Acceptable Solid Waste.

- a. Acceptable Waste Defined. For purposes of this Contract, "Acceptable Solid Waste" means:
  - i. All wet or dry Solid Waste that is authorized to be disposed of at the Landfill under applicable Federal, State, and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives; or
  - ii. Other wet or dry Solid Waste that is not Unacceptable Solid Waste, as defined in Sections 4.b. and 7 of this Contract.
- b. Acceptable Waste Exclusion. For purposes of this Contract, Acceptable Solid Waste does not include sludge, special waste, or material delivered by citizens served by other municipalities or corporations. These excluded wastes and materials are considered Unacceptable Solid Waste and are subject to Section 7 of this Contract.
- c. Delivery of Acceptable Solid Waste. Little Elm agrees that it will pay to deliver Acceptable Solid Waste to the Landfill in the following tonnage during each respective Contract Year ("Annual Tonnage"):

Contract Year	Annual Tonnage
FY 2024-2025	1,900 Tons
FY 2025-2026	1,900 Tons

- d. City Acceptance of Acceptable Solid Waste. The City agrees to accept all Acceptable Solid Waste delivered to the Landfill on a Landfill Operational Day and in accordance with the terms of this Contract.
- e. Monthly Report. Little Elm shall, on a monthly basis, provide the City a list of its customer cities, gross and net recycling tonnages delivered, and a list of the Solid Waste tonnages diverted, if any, pursuant to Section 5 of this Contract.
- f. Solid Waste. For purposes of this Contract, "Solid Waste" shall have the same meaning as "Municipal Solid Waste" set forth in Subchapter A, Section 361.003(20) of the Texas Health and Safety Code (also known as the Texas Solid Waste Disposal Act).

5. Delivery of Additional Acceptable Tonnage. In a Contract Year, Little Elm may deliver Acceptable Solid Waste in an amount that exceeds the Annual Tonnage (“Additional Acceptable Tonnage”). The Additional Acceptable Tonnage cannot exceed a maximum of ten percent (10%) of the Annual Tonnage, and Little Elm must divert an equivalent amount of Solid Waste. Diversion of Solid Waste under this Section may be accomplished through recycling, composting, or any other reuse program adopted by a political subdivision Little Elm serves. Additional Acceptable Tonnage will be subject to the rate indicated by the Additional Acceptable Tonnage Fee stated in Section 10 of this Contract.

6. Delivery Procedures; Operation of the Landfill.

a. Landfill Operational Day. For purposes of this Contract, “Landfill Operational Day” means regularly scheduled Landfill operating days during normal hours of operation, excluding City holidays and Landfill half-days. Landfill hours of operation, City holidays, and Landfill half-days are regularly posted on the City’s website, [www.cityofdenton.com](http://www.cityofdenton.com).

b. Operation of the Landfill and Landfill Procedures. Delivery of Acceptable Solid Waste to the Landfill shall occur only on Landfill Operational Days and shall be governed by City ordinances applicable generally to haulers utilizing the Landfill, including, but not limited to, the Code of the City of Denton, Texas, Chapter 24, Sections 24-5 and 24-8, as amended. Little Elm shall also comply with all Landfill procedures promulgated by the Director, as the same may be amended from time to time.

c. Closure of the Landfill.

i. Notwithstanding anything in this Contract to the contrary, the City shall have the right, in its sole discretion, to close its Landfill, in whole or in part, either temporarily or permanently, at any time and for any reason. Upon permanent closure, this Contract may be terminated by the City as described in Section 19 of this Contract.

ii. Notwithstanding anything contained in this Contract to the contrary, if any unscheduled closure of the Landfill lasts more than two (2) days, Little Elm may submit a request to the City for an equitable reduction in the Annual Tonnage owed by Little Elm. Whether to grant an equitable reduction in the Annual Tonnage shall be determined based solely on the discretion of the Director, with consideration of factors including, but not limited to, the number of otherwise Operational Days the Landfill is closed. If the Director determines an equitable reduction is appropriate, they will calculate the reduction by (1) dividing the Annual Tonnage for the applicable Contract Year by all Operational Days during the Contract Year and (2) multiplying the resulting amount by the number of days attributable to the unscheduled closure.

iii. If the City closes the Landfill for more than thirty (30) days during any three (3) month period, Little Elm shall be entitled to terminate this Contract by written notice to the City pursuant to Section 15, and the respective obligations of the Parties to deliver and to accept Acceptable Solid Waste shall terminate including, without limitation, Little Elm’s obligation to deliver the Annual Tonnage and the City’s obligation to accept the tonnage and charge the Discount Disposal Fee.

d. Compliance with Applicable Laws. This Contract is entered subject to and controlled by the Charter and Ordinances of the City of Denton, Texas and all applicable laws, rules, and

regulations of the State of Texas and the United States of America (Collectively, “Applicable Laws”), as amended. Little Elm and City shall, during the performance of this Contract, comply with all applicable City codes, ordinances, and regulations, as amended, and all applicable State and Federal laws, rules, and regulations, as amended.

e. Title to Waste. Title to and risk of loss and responsibility for Acceptable Solid Waste delivered to the Landfill shall pass at the time such Acceptable Solid Waste is removed from the delivery vehicle at the Landfill. Title to and risk of loss and responsibility for Unacceptable Solid Waste shall remain with Little Elm and its customer and shall never be deemed to pass to the City.

## 7. Unacceptable Solid Waste.

a. Unacceptable Solid Waste Defined. For the purposes of this Contract, “Unacceptable Solid Waste” means:

- i. Any material that is not Acceptable Solid Waste;
- ii. Any material that by reason of its composition, characteristics or quantity is defined under any Applicable Laws as a “hazardous material,” “hazardous waste,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “toxic substance,” “toxic waste,” “toxic pollutant,” “contaminant,” “pollutant,” “infectious waste,” “medical waste,” “radioactive waste,” or “sewage sludge”;
- iii. Any material that requires abnormal handling, storage, management, transfer, or disposal;
- iv. Any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill; or
- v. Waste subject to the exclusion in Section 4.b. of this Contract.

### b. Delivery of Unacceptable Solid Waste.

- i. Little Elm agrees that it shall not deliver any Unacceptable Solid Waste to the City’s Landfill.
- ii. The City shall have the right to reject Solid Waste determined by the Director, in their sole discretion, to be Unacceptable Solid Waste at any time.
- iii. The City shall have the right, but not the obligation, to inspect any of Little Elm’s trucks to determine whether the waste delivered is Acceptable Solid Waste or Unacceptable Solid Waste. Any failure by the City to perform any such inspection or to detect Unacceptable Solid Waste shall in no way relieve Little Elm from its obligation to deliver only Acceptable Solid Waste or from its other obligations under this Section 7 including, but not limited to, its duty to retrieve and properly dispose of Unacceptable Solid Waste.
- iv. For purposes of Section 7.b.v., Little Elm agrees it may be contacted at the following telephone number: 940-627-9332. Little Elm may change this number by providing the City 10-day advance written notice mailed pursuant to Section 15 of this Contract.

v. If Little Elm delivers Unacceptable Solid Waste to the City's Landfill, the Director may in their sole discretion:

A. Reject such Unacceptable Solid Waste and order its removal at Little Elm's sole expense; or

B. If the City does not discover the Unacceptable Solid Waste in time to reject its delivery, inform Little Elm of the problem by telephone using the number provided by Little Elm in this Section 7. Little Elm agrees that any good faith effort by the City to contact Little Elm via telephone completely satisfies the notification requirement in this Section 7. Little Elm must pick up the Unacceptable Solid Waste within twenty-four (24) hours of the City's telephone call. However, if the Unacceptable Solid Waste is deemed by the Director, in their sole discretion, to be a threat to the health and safety of City employees or the general public, Little Elm shall remove the Unacceptable Solid Waste immediately.

vi. If Little Elm fails or refuses to timely remove or properly dispose of Unacceptable Solid Waste as provided in this Contract, the City may dispose of such Unacceptable Solid Waste at a location authorized to accept such Unacceptable Solid Waste in accordance with all Applicable Laws, ordinances, and regulations. Little Elm shall reimburse the City for all direct and indirect costs incurred due to the City's removal, handling, transportation, and disposal of Unacceptable Solid Waste. Notwithstanding the foregoing, no notice to Little Elm shall be required for City to dispose of Unacceptable Solid Waste at Little Elm's sole expense in emergency situations where, in the Director's sole judgment, a delay in such disposal could constitute a hazard to the Landfill or any person on, about, or near the Landfill premises.

vii. If Little Elm delivers waste that contains both Acceptable Solid Waste and Unacceptable Solid Waste, the entire delivery shall constitute Unacceptable Solid Waste. If the Unacceptable Solid Waste cannot be separated from the Acceptable Solid Waste through the reasonable efforts of the City, the cost of such separation shall be paid by Little Elm.

8. Term. Unless sooner terminated pursuant to Section 19, this Contract shall be for a term of two (2) years, commencing on October 1, 2024 (the "Contract Start Date") and terminating on September 30, 2026.

9. Survival. Upon termination of this Contract, the respective obligations of Little Elm to Deliver Acceptable Solid Waste and of the City to accept Acceptable Solid Waste shall terminate. However, all other rights and obligations of the Parties under this Contract which by their nature are intended to survive including, but not limited to, those with respect to payment, indemnification, and Unacceptable Solid Waste, shall survive termination.

10. Rates; Payment; Failure to Deliver; Charges; Deposit; and Current Revenues.

a. Rates. In consideration of the City's permission to dispose of Acceptable Solid Waste under this Contract, Little Elm shall pay \$38.00 per ton ("Discount Disposal Fee"). The Additional Acceptable Tonnage Fee shall be \$49.50 per ton. Little Elm agrees that the Discount Disposal Fee and the Additional Acceptable Tonnage Fee may be increased on

October 1st of each calendar year beginning on October 1, 2025. The percentage increase will be determined by the Director using the Consumer Price Index for All Urban Consumers (CPI-U) for the South Region for All Items, published by the United States Department of Labor, Bureau of Labor Statistics. Any increase in the Discount Disposal Fee or the Additional Acceptable Tonnage Fee shall not exceed five percent (5%) in any single calendar year.

b. Payment. Little Elm shall pay the Discount Disposal Fee on a monthly basis for the amount of Acceptable Solid Waste delivered to Landfill. The monthly bill shall be paid no later than thirty (30) days after receipt of a monthly invoice from the Director. Failure to remit in a timely manner may result in the termination of this Contract under Section 19, with Little Elm remaining liable to pay for remaining Annual Tonnage and fees due under this Contract. If Little Elm delivers its Annual Tonnage before the end of the corresponding Contract Year, Additional Acceptable Tonnage delivered to the Landfill shall be charged the Additional Acceptable Tonnage Fee.

c. Taxes and Other Charges. In addition to the Discount Disposal Fee, Little Elm shall pay Federal; State; and local taxes, fees, surcharges, and any similar charges related to the acceptance or disposal of Acceptable Solid Waste or related to the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit, or otherwise.

d. Security Deposit. Upon execution of this Contract and consistent with Code of the City of Denton, Texas, Sections 26-3, 26-4, and 26-5, Little Elm shall provide a security deposit in an amount equal to one-sixth (1/6) of the total payment amount for the total combined Annual Tonnage. The Director may, in their sole discretion, approve a lesser deposit if Little Elm receives an acceptable credit rating from a credit source available to the City and Little Elm can demonstrate to the Director's satisfaction it has been operating at least three (3) years. The cost to obtain the credit rating will be charged to Little Elm and will not exceed one hundred dollars (\$100.00). The security deposit may take the form of cash, a performance bond issued by a corporate surety or sureties licensed to issue bonds in the State of Texas and otherwise acceptable to City, or an unconditional, irrevocable standby letter of credit issued by and drawable at a financial institution located in Denton County, Texas. If other than cash, the form of the security deposit is subject to approval by the Director, in their sole discretion, and approval as to legal form by the Denton City Attorney's Office. For a multi-year contract, the security deposit will be reviewed annually to reflect an increase or decrease to the Discount Disposal Fee, and the total amount of the security deposit will be increased or decreased to reflect the change.

e. Current Revenues. Little Elm will make all payments out of available current revenues.

11. Remedies in the Event of Default. If Little Elm, after thirty (30)-days' advance written notice and opportunity to cure from the City, fails to pay amounts due under this Contract or breaches any term, condition, or covenant of this Contract, the Director, in their sole discretion, may exercise any or all of the following remedies without waiving any other remedies available to the City at law or in equity:

a. Suspend delivery of Solid Waste to the Landfill by Little Elm;

b. Terminate this Contract for default as provided in Section 19; or

c. Draw upon the security deposit and require Little Elm to furnish a replacement security deposit as provided in Section 10.d. above, except that the Director may require a greater amount of security than provided for in Section 10.d. in order to provide the City with adequate assurance of performance by Little Elm.

12. Insurance. During the term of this Contract, Little Elm shall procure, pay for, and maintain at least the minimum insurance coverages described in Exhibit "A", attached hereto and made a part of this Contract. Approval, disapproval, or failure to act by the City regarding any insurance supplied by Little Elm or its contractors shall not relieve Little Elm of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Contract. The bankruptcy or insolvency of Little Elm's insurer or any denial of liability by Little Elm's insurer shall not exonerate Little Elm from the liability or responsibility of Little Elm set forth in this Contract.

13. Force Majeure. In no event shall the City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; pandemics; work stoppages; accidents, acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God; or interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services. The City shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

14. Environmental Compliance. Little Elm and the City shall comply with all Federal, State and local environmental laws and regulations, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), the Safe Drinking Water Act ("SDWA"), the Clean Water Act ("CWA"), and the Clean Air Act ("CAA") in their performance under this Contract. Little Elm shall ensure that its agents, contractors, and employees have received training or information appropriate to the environmental aspects and impacts of their activities in connection with the performance of this Contract. Little Elm and the City shall ensure that any spills or other releases of materials into the environment that may result from their performance under this Contract are responded to and reported adequately and in compliance with applicable environmental laws.

15. Notice. Unless otherwise specified in Section 7, relating to telephone notification of delivery of Unacceptable Solid Waste, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and mailed to the addresses appearing below, but each party may change its address by providing ten (10)-days' advance written notice in accordance with this Section. Mailed notices shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices mailed by other means shall be deemed delivered upon receipt by the addressee.

If intended for the City, to:  
Director of Solid Waste  
City of Denton  
Solid Waste and Recycling Department  
1527 S. Mayhill Rd.  
Denton, TX 76208

If intended for Little Elm, to:  
Director of Public Works  
100 W. Eldorado Parkway  
Little Elm, TX 75068

16. Assignment. Little Elm shall not sell, assign, transfer, or convey this Contract, in whole or in part.

17. Independent Contractor. Little Elm's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the City in the performance of this Contract. Little Elm shall exercise independent judgment in performing its obligations under this Contract and is solely responsible for setting working hours, scheduling, and prioritizing and determining how its obligations under this Contract are to be performed. No term or provision of this Contract, or act of Little Elm in the performance of this Contract, shall be construed as making Little Elm an agent, servant, or employee of the City or making Little Elm or any of its employees eligible for fringe benefits, including without limitation retirement, insurance, and worker's compensation, which the City provides its employees.

**18. INDEMNITY. TO THE EXTENT ALLOWED BY LAW, LITTLE ELM AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, FINES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, VIOLATIONS OF STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LITTLE ELM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF LITTLE ELM, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE NEGLIGENCE, WRONGFUL ACT, OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF LITTLE ELM AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE**

**CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.**

19. Termination.

a. Termination for Cause or Convenience. The City, at the City's option and without prejudice to any other remedy City may be entitled to at law, in equity, or elsewhere under this Contract, may terminate this Contract in whole or in part for cause or for the convenience of the City including, but not limited to, closure of the Landfill or non-appropriation of funding to operate the Landfill.

b. Notice. For purposes of this Section, the City shall give at least ninety (90)-days' advance written notice of termination to Little Elm, unless Landfill closure results from an emergency or termination relates to Little Elm's breach of its insurance obligations under this Contract.

c. Performance. All performance shall cease as of the date specified in the notice provided by the City. Little Elm shall not be entitled to lost or anticipated profits should the City choose to exercise its option to terminate for any reason. Notwithstanding this Section 19.c., the survival provisions in Section 9 shall apply in the event this Contract is terminated for any reason.

20. Venue. The obligations of the Parties to this Contract shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Denton County, Texas.

21. Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

22. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

23. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

24. Captions. The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

25. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

26. Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both Parties.

27. Signature Authority. Little Elm represents and warrants to the City that its signatory to this Contract has authority to execute and perform this Contract on behalf of Little Elm.

28. Immunities. Neither City nor Little Elm waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against the claims arising from this Contract.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the City, signing by and through its City Manager, duly authorized to execute same by Ordinance \_\_\_\_\_

Approved on \_\_\_\_\_, 2024.

Executed this the 19 day of November, 2024 by Little Elm, signing by and through its Town Manager, duly authorized to execute same.

CITY OF DENTON, TEXAS

LITTLE ELM, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

BY:   
MAPT MUELLER, TOWN MANAGER  
100 W. ELDORADO PARKWAY  
LITTLE ELM, TX 75068

**THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

Date Signed: \_\_\_\_\_

ATTEST:  
LAUREN THODEN, CITY SECRETARY

ATTEST:  
CAITLAN BIGGS, TOWN SECRETARY

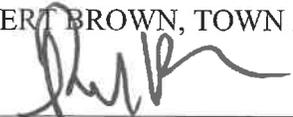
BY: \_\_\_\_\_

BY: 

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

APPROVED AS TO LEGAL FORM:  
ROBERT BROWN, TOWN ATTORNEY







**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**

*Without limiting any of the other obligations or liabilities of Little Elm, Little Elm shall provide and maintain for the term of the Contract, the minimum insurance coverage as indicated herein.*

*Little Elm shall file with the Solid Waste Department satisfactory certificates of insurance including any applicable addendum or endorsements. Little Elm may ask for clarification of any insurance requirements at any time, upon written request to the Solid Waste Department.*

*All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:*

- I. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A or better.
- II. Liability policies shall be endorsed to provide the following:
  - A. Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.
  - B. That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
  - C. Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- III. ***Cancellation: City requires 30-day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
  - A. Should any of the required insurance be provided under a claims made form, Little Elm shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond the Contract expiration, such that occurrences arising during the Contract Term which give rise to claims made after expiration of the Contract shall be covered.
  - B. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, Little Elm shall either double the occurrence limits or obtain Owners and Little Elm's Protective Liability Insurance.
  - C. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of the lapse.

**IV. SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

*All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:*

**A. General Liability Insurance:**

1. General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by Little Elm. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.
2. If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:
  - a. Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
  - b. Coverage B shall include personal injury.
  - c. Coverage C, medical payments, is not required.
3. If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:
  - a. Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
  - b. Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**B. Automobile Liability Insurance:**

1. Little Elm shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.
2. Satisfaction of the above requirement shall be in the form of a policy endorsement for:
  - a. any auto, or
  - b. all owned hired and non-owned autos.

V. Little Elm's failure to comply with any of these provisions is a breach of contract by Little Elm, which entitles the City to declare the Contract void if Little Elm does not remedy the breach within ten days after receipt of notice of breach from the City.

