

RESOLUTION NO. 02-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY TO PARTICIPATE IN THE HOUSEHOLD HAZARDOUS WASTE PROGRAM; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Mesquite has requested and Dallas County has agreed to participate in the Household Hazardous Waste Program; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

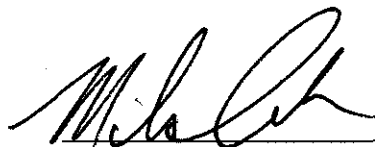
WHEREAS, an Interlocal Agreement between the City of Mesquite and Dallas County will allow the collection and disposal of household hazardous waste from Mesquite residents through the Dallas County Household Hazardous Waste Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute the Interlocal Agreement attached hereto as Exhibit "A" between the City of Mesquite and Dallas County to provide for collection and disposal of household hazardous waste from Mesquite residents in participation with the Dallas County Household Hazardous Waste Program.

SECTION 2. That this resolution shall take effect from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of January, 2002.



Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B. J. Smith
City Attorney

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN CITY OF Mesquite AND DALLAS COUNTY

WHEREAS, the City of Mesquite , Texas, hereinafter called "City," and the County of Dallas, Texas, hereinafter called "County," wish to enter into an agreement to join the Household Hazardous Waste (HHW) Network to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2001, through September 30, 2002, with options to renew for four additional one-year terms; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue and expand its services;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a HHW collection program as a continuation of the 1994-2001 program. The terms and conditions set forth within this agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see Attachment A2002) has been reviewed and approved by the HHW Network. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, shall become an addendum to this agreement.

WITNESSETH:

I. County Responsibilities

During the term of the agreement, the County agrees to the following provisions:

- 1) Through the County Fire Marshal's Office, to provide HHW project management, HHW disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions (see HHW Program Budget Summary, Attachment B2002).
- 2) To enter into an agreement with disposal vendor(s) in compliance with the direction of the City, to provide a series of disposal events and a fixed-site HHW collection center at the discretion of the HHW Network. The City recognizes that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.
- 3) To provide two representatives on the HHW Network.
- 4) To provide and maintain a site at 11232-11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center, which will be managed and operated by the HHW Network under a shared maintenance agreement as detailed in Section III, item 5, and in Attachment D2002.
- 5) Through the County Fire Marshal's Office HHW staff, to provide regular reports to the City regarding collection statistics taken from event surveys. This information will include but not be limited to the City's percentage of total participation, types of materials collected, and percentage of City residents bringing specific types of materials.

II. City Responsibilities

During the term of the agreement, the City will provide:

- 1) A sum not to exceed \$ 85,000.00 for disposal, setup, operational, capital improvements, and transportation costs for HHW collection for residents of the City.
Stipulations:
 - a. This amount will include a capital improvements fee of \$500 per year, plus a proportional share of annual operational costs. Exception: The capital improvements fee will be waived for "Charter Cities." (Charter Cities are defined as those cities which have participated in the HHW Network full time during the capital improvements phase of the Home Chemical Collection Center, from October 1, 1998, through September 30, 2001.)
 - b. Collection and disposal costs will be paid after-the-fact, based on actual usage.
 - c. Operational costs and capital improvements fee shall be paid annually in advance. Exception: Cities which have participated full time for three consecutive years may elect to pay quarterly in advance.
 - d. In the event of early withdrawal, the capital improvements fee and operational costs will not be pro-rated for partial year participation but will become immediately due and payable in full.
2. Evidence in appropriate form that funding has been committed and will be available to pay operational, disposal, set up, and transportation costs as required by agreements with disposal contractors and the County.
3. Assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for collection(s) held within its jurisdiction.

4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing immediately when the City no longer wishes to participate in the HHW collection events.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges financial responsibility for a proportional share of the program Operational Budget, based on the City's percentage of total single family households served and using single family household projections from North Central Texas Council of Governments. The Operational Budget will be determined by the HHW Network and may include but not be limited to staff salaries and benefits, advertising, office equipment and supplies, printing, postage, staff training/professional development, staff travel for official business, volunteer support, vehicle maintenance and operations, utilities, uniforms, and liability insurance. The current Operational Budget is detailed in Attachment B2002. No City will be obligated to incur expenses without their prior knowledge and approval.

III. HHW Network Responsibilities

Under the Bylaws of the HHW Network as included in Attachment C2002, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make decisions regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.
4. Reimburse the Dallas County Major Capital Development Fund for collection center construction project cost overruns in the amount of \$126,086 at the rate of \$25,000 annually over a period not to exceed five years. Funding will be provided through the HHW Network Operating Budget as stipulated by the Commissioners Court in Court Order No. 2001-249.
5. Pay the County an annual maintenance fee of 20% of the Network operating budget in exchange for exclusive use of the building and property at 11232 and 11234 Plano Road in Dallas as a Home Chemical Collection Center and be responsible for capital additions necessitated by program operations.

IV. Liability

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s)

occurring during the performance of this agreement and caused by the sole negligence of the County, its agents, officers and/or employees.

The City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this agreement and caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

This agreement is made solely for the benefit of the parties, and nothing herein shall be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code.

V. Renewal, Cancellation, and Amendments

This agreement will automatically renew for a one-year term on October 1 of each year for a total period not to exceed five years. Either party may withdraw from this agreement at any time, provided that it has notified the other party in writing at least 60 days prior to its intended withdrawal date. Amendments may be made to this Agreement upon written approval by both parties.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other person or entity shall have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding source, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, shall have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other Network parties. Nothing herein shall prevent the County, in its sole discretion, from providing funding from a separate source.

VI. Payment

The City, once receiving an invoice from the County for services rendered (operational, disposal, set up, and/or transportation costs), shall provide payment within 30 days to the County as per this agreement and any addendum(s) to this agreement. Cities which fail to pay within 30 days will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW staff.

Upon written request from the City, invoices from the County shall be accompanied by copies of all participant surveys and/or other backup documents relevant to the invoice. Payments required under this agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

VII. Governing Law and Venue

This agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal action between the parties arising from this agreement shall be in Dallas County, Texas.

VIII. Miscellaneous

- 1) The City and the County certify that this interagency agreement is executed in accordance with the governing provisions of the Texas Interlocal Cooperation Act, as amended.
- 2) This agreement is conditioned upon the City and County funding the expenditures set forth herein in their respective annual budgets.
- 3) Attachments A through C are incorporated into this agreement as if set forth herein. In the event of a conflict between any provision of an attachment and this agreement, the terms of this agreement shall control.

The City has executed this agreement pursuant to duly authorized action by

the City Council on this 7th day of January, 2002.
(Consent Agenda Item #6)
(Resolution or Reference #)

The County has executed this agreement pursuant to Commissioners Court Order No. _____

on this _____ day of _____, 2001.

City of Mesquite

County of Dallas

By: [Signature]
Title: Ted Barron, City Manager

By: _____
Lee F. Jackson, County Judge

Date: January 8, 2002

Date: _____

Attachments:

- A2002: Scope of Services
- B2002: FY02 HHW Program Budget Summary
- C2002: HHW Network Bylaws and Amendment
- D2002: Shared Maintenance A

Approved as to form:

[Signature]

Scope of Services

Overview

For the term of this agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities, environmental or other relevant citizen interest groups, Texas A&M Agricultural Extension Service, and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events.

As a supplement to the community collections, the County will oversee the operation of a fixed-site HHW Collection Center for year-round access, at the direction of the Network. The County will contract for collection services and disposal through an RFP process.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the collection center on a year-round basis.

For all community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The participating city will provide for traffic control, site security, and will have an onsite representative for the duration of any collection held within its jurisdiction. Host cities will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Home Chemical Collection Center site, telephones, maintenance and repairs, some office equipment, emergency and project management through the Dallas County Fire Marshal's Office. The HHW Program Manager and staff shall be County employees, whose salaries and benefits are funded by the participating cities or through grants, and who work under the direction of the County Fire Marshal. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on single family population figures from the North Central Texas Council of Governments Housing Estimates. Capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities or by grants.

Each participating city must provide the County with funds to cover its own disposal, set up, operational, capital improvement, and transportation costs within 30 days of receiving an invoice from the County. Operational costs and capital improvement fees will be billed annually in advance. (Cities that have participated full time throughout the capital improvement period and are designated as Charter Cities may elect to pay quarterly in advance.) In the event of early withdrawal, operational costs and capital improvement fees will not be pro-rated for partial-year participation but will immediately become fully due and payable. Collection center disposal costs will be billed quarterly, according to actual usage. Collection event costs will be billed after each event, according to actual usage. The County, as signatory on the disposal contract, will pay the HHW disposal contractor with the funds received from the cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

1. The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the agreement; or
2. The city may decide to continue to allocate funds for the disposal, set up, operations, and transportation fees, and allow its residents to participate in the collection center and future events to be held in the agreement year. *

* If a city decides to continue to fund disposal, set up, operations, and transportation costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the city must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations.

Record keeping of the number of residents from each city participating in each one-day community collection will be monitored continually during each event by the disposal contractor and/or County. As it is likely that only those cities in which collections are held run the risk of a budget overrun, those cities in which a collection event is held must have a city representative on site to decide whether they wish to continue to fund their residents' disposal costs in the event of unexpectedly high participation. Other cities may use their discretion in having a representative at the events.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the collection center or community collection event sites until an addendum is added to the agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of any ongoing HHW program should be to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this project includes the following objectives:

1. Continued project oversight and direction through the HHW Network. The Dallas County Fire Marshal is the overall project supervisor; a Program Manager and staff are employed by Dallas County to implement the project operations under the Marshal's supervision. Dallas County facilitates the establishment of intergovernmental agreements of participating cities and provides for the coordination of the overall project. Costs for program operations, disposal, set up, transportation, and some capital improvements are paid by the participating cities.
2. Implement a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 8,000 households annually.
3. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
4. Involve as many cities as possible in the HHW Network.
5. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
6. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
7. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
8. Divert a substantial amount of HHW from municipal landfills.
9. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
10. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas A&M/Dallas County Agricultural Extension Services, and the Institute of Forensic Sciences.

Approach

This project provides a regional approach to a regional issue. While the ultimate objective is the elimination of HHW from area landfills and storm water discharges, this goal can best be accomplished through a cooperative network approach. The County is in an ideal position to serve as the lead entity and is willing to do so in response to the interest expressed by cities within the County.

To accomplish the project's objectives, the County employs a Program Manager to administer the project, hire and manage other project staff, coordinate and train volunteers, coordinate participation by cities, coordinate educational outreach, oversee the contract process, track data, and develop reports. This employee will work under the direction of the HHW Network and supervision of the Dallas County Fire Marshal, whose time will be donated by the County. Additional staff will be added as needs dictate and funding allows. The HHW Network will be responsible for all staff salaries and benefits except for those of the Fire Marshal.

The County will negotiate all contracts at the direction of and on behalf of HHW Network participants. office space and equipment, including phones and computer access, will be donated by the County. The County will

also provide and maintain a site at 11232-11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center, or "HC3". The HHW Network will manage and operate the HC3 and will provide a maintenance fee to the County based on 20% of the Network operating budget.

Collection activities will include, but not be limited to, reuse, recycling, arrangement for the disposal of non-recyclable materials, contractor compliance, spill control and fire control measures, personnel security and traffic control, and promotion of the event. Disposal, set up, and transportation costs will be borne by the participating cities in the HHW Network. Program operation costs such as staff salaries, supplies, vehicle fuel and maintenance, and advertising that are not covered by grants or corporate donations will be paid for by the participating cities.

Tasks to be carried out by the HHW Manager and staff include:

1. Determine the most environmentally safe and acceptable methods of collection/disposal.
2. Identify, contact, and award contract for collection and disposal services to a contractor who will provide general liability insurance and turnkey operations for all remote collection sites as well as transportation and disposal of materials from all collection locations.
3. Prepare and submit Operational Plans and reports to the State in accordance with TNRCC guidelines.
4. Negotiate interlocal agreements with cities for their participation in the collection program.
5. Arrange publicity for the program.
6. Prepare and distribute educational materials to the public.
7. Solicit contributions and in kind service donations from local corporations when possible to provide additional publicity, facilitate educational efforts, and offset other project costs such as capital improvements, advertising, and promotion.
8. Complete required project reports and reimbursement requests for grant agencies and the County.
9. Carry out all necessary fiscal operations including budget preparation and oversight, accounts payable and receivable activities, and maintenance of project financial records.
10. Create and maintain contact database.
11. Prepare surveys and educational packets for distribution.
12. Coordinate traffic, emergency preparedness, security, volunteers, sanitary and rest areas and site set up for community collection events.
13. Oversee all operations at the collection center and community collection sites.
14. Enter data from participant surveys and prepare a final report for each community collection and a quarterly report for the collection center.

15. Prepare RFP(s) for HHW collection and disposal. The proposal will be reviewed by the HHW Network. The RFP will be inclusive of all EPA, TNRCC, and any other HHW collection and disposal regulations.
16. Serve as liaison between the HHW Network cities and Dallas County, preparing all necessary briefings, court orders, correspondence and reports.

Special Training Requirements

EPA First Responder Technical Level training will be required for all workers who come in contact with chemicals and/or chemical containers. The contractor will provide these personnel and be responsible for their training. Police, Fire, and Haz Mat Response Teams will have training appropriate for their functions.

Citizen volunteers will be used at the collection site only for the purposes of taking surveys, distributing educational literature, processing non-hazardous recyclables, and assisting with traffic control. Volunteers who assist with the consolidation of paint, used motor oil, antifreeze, or oil filters must have completed abbreviated EPA First Responder Awareness Level Training and must satisfy the experience level requirements as determined by the County's onsite Safety Officer. All volunteers will be required to attend a brief onsite orientation session prior to beginning a work shift. The Dallas County Fire Marshal, Program Manager, and program staff will be responsible for volunteer training.

Records and Reporting

The Program Manager will prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports will be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys will be computerized. A final report will be presented within 90 days of the end of the program. It will include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

1. Participation by at least 8,000 of the area households annually
2. Participation by at least 50% of the cities in the County
3. Public Outreach to households in participating cities
4. Coverage by general circulation newspaper and/or broadcast media
5. Involvement of the community at all levels; government, industry, and citizens
6. Expansion of program participation

FY2002 HHW PROGRAM BUDGET SUMMARY

This budget summarizes the total program funding for FY02 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on August 2, 2001. It includes both fixed and variable costs.

Fixed costs include personnel, operating, and indirect costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, and all other direct programming costs. Indirect costs include payments to Dallas County both for reimbursement of capital improvements costs (\$25,000 per year for five years) and for the Network's annual share of maintenance costs at the Home Chemical Collection Center based on 20% of operating costs (Example: $20\% \times \$94,200 = \$18,840$ during FY02).

Variable costs are comprised of vendor costs for collection and disposal, which vary according to actual usage and are indicated in the budget summary for planning purposes only. *Funding for collection and disposal costs will be collected from the cities after the fact, on an as-used basis.*

Budget adjustments made during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein.

| BUDGET SECTION | CITY FUNDING |
|---------------------------------------|------------------|
| FIXED COSTS BUDGET | |
| Personnel Costs | \$202,483 |
| Operating Costs | \$94,200 |
| Indirect Costs | \$45,000 |
| VARIABLE COSTS BUDGET | |
| Estimated Collection / Disposal Costs | \$632,467 |
| TOTAL PROGRAM BUDGET | \$974,150 |

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**Article I: Name**

The name of this organization shall be the **Dallas Area Household Hazardous Waste Network**, herein after referred to as the "**HHW Network**."

Article II: Mission

The purpose of the HHW Network shall be to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

City Members – Membership in the HHW Network will be offered to one representative of each city in Dallas County volunteering to participate in the HHW Network. Any city requesting membership shall provide an official indication of the name of the individual to be designated as the HHW Network member. Once designated, an individual member may arrange to have an alternate designated to participate in the absence of the member.

Other Members - the County Judge shall name members to the HHW Network representing the following categories or organizations:

- a.) two members representing Dallas County, including the Dallas County Fire Marshal
- b.) one member representing the North Central Texas Council of Governments
- c.) three members representing advocacy, environmental, or other citizen groups such as: Texas A&M Agricultural Extension Service, CEED, and League of Women Voters

Term - each of the designated individuals shall serve until his/her successor is designated

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings will be public meetings open to all participants. The Project Manager of the HHW Network will establish a mailing list for notification of all meetings, and shall include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum shall consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each member of the HHW Network will have one vote, provided however, that there shall be certain members who represent cities who are financially liable for disposal costs, as discussed below.

Article VI: Officers and Committees

The Dallas County Fire Marshal, and in his absence, the Project Manager for the HHW Project shall preside at all meetings and shall be responsible for all staff work and notifications related to the Network. The Project Manager shall not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as shall be deemed necessary to carry out the work of the organization.

Finance Committee - The Finance Committee shall consist of the representative of each city that has made a binding commitment to participate in a disposal program, and the Dallas County Fire Marshal. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws shall become effective when ratified by a majority of HHW Network members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of those members present and voting shall become part of the bylaws.

**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK
AMENDMENT A**

Replaces Articles III, V, VI, VII

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city in Dallas County volunteering to participate in the HHW Network and the Dallas County Fire Marshal. Any city requesting membership shall provide an official indication of the name of the individual to be designated as the HHW Network member. Once designated, an individual member shall arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge shall name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- a.) one members representing Dallas County, other than the Dallas County Fire Marshal
- b.) one member representing the North Central Texas Council of Governments
- c.) three members representing advocacy, environmental, or other citizen groups such as: Texas A&M Agricultural Extension Service, Audubon Society, and League of Women Voters
- d.) two members representing the private sector

Term - each of the designated individuals shall serve until his/her successor is designated

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager for the HHW Project, shall preside at all meetings and shall be responsible for all staff work and notifications related to the Network. The Program Manager shall not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as shall be deemed necessary to carry out the work of the organization.

Finance Committee - The Finance Committee shall consist of representatives of each city that has made a binding commitment to participate in a disposal program, and the Dallas County Fire Marshal. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws shall become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present shall become part of the bylaws.

Shared Maintenance Agreement for Home Chemical Collection Center

Under the HHW Interlocal Agreement, Dallas County and the Dallas Area Household Hazardous Waste Network will share maintenance expenses at the facility on Plano Road. The Network will pay 20% of its annual operating budget to Dallas County to offset routine maintenance expense in exchange for exclusive use of the property at 11234 Plano Road as a Home Chemical Collection Center. Dallas County will be responsible for remaining routine maintenance expenses and for capital repairs, with this exception:

- Capital additions necessitated by program operations are the Network's full responsibility and are not included in the shared maintenance agreement.

Shared maintenance costs at the Home Chemical Collection Center facility on Plano Road are assumed to include the following services.

- routine building maintenance (lights, HVAC, minor plumbing and electrical, floor and ceiling tiles, windows, doors and locks, etc.), janitorial service in office and public areas only, landscape maintenance (mowing, trimming), utilities (water, gas, electricity, phones, network access)
- routine repairs to the structure, paving, electrical and mechanical systems

All maintenance activities and expenditures will be coordinated by Dallas County Facilities Management.

Estimated Costs for Year One of the FY02 HHW Interlocal Agreement

| <u>Cost Estimated</u> | <u>Description</u> |
|-----------------------|--------------------|
| \$6,000 | Repairs |
| \$6,000 | Maintenance |
| <u>\$20,000</u> | Utilities |
| \$32,000 | |

Shared Maintenance Agreement

| | |
|----------------|---------------------------------------------------|
| \$32,000 | Estimated maintenance costs |
| <u>-18,840</u> | HHW Network pays 20% of \$94,200 operating budget |
| \$13,160 | Estimated Dallas County responsibility |

