

RESOLUTION NO. 44-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR FISCAL YEAR 2007-08 FOR AN AMOUNT NOT TO EXCEED \$78,500.00 IN CONNECTION WITH THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK WITH OPTIONS TO RENEW FOR FOUR ADDITIONAL ONE-YEAR TERMS; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Mesquite has requested and Dallas County has agreed to participate in the Dallas Area Household Hazardous Waste Network (DAHAWN); 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

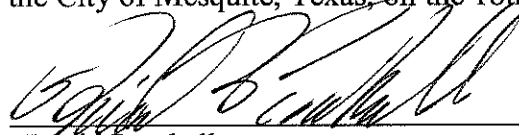
WHEREAS, an Interlocal Agreement between the City of Mesquite and Dallas County will allow the collection and disposal of household hazardous waste from Mesquite residents through the DAHAWN.

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 Area Household Hazardous Waste Network for the fiscal year 2007-08 for an amount not to exceed \$78,500.00 with options to renew for four additional one-year terms.


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

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 18th day of September, 2007.




David Paschall
Mayor Pro Tem

ATTEST:



Judy Wornack
City Secretary

APPROVED:



B. J. Smith
City Attorney

APPROVED BY CITY COUNCIL
DATE 9.18.07 #11
CITY SEC. J. Womack

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN CITY OF MESQUITE AND DALLAS COUNTY

WHEREAS, the **City of Mesquite**, Texas, (the "City") and the County of Dallas, Texas, (the "County") wish to enter into an agreement (the "Agreement") to join the Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2007, through September 30, 2008, 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 its services;

NOW, THEREFORE, THIS 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 1994-2007 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 Exhibit A2008) 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. TERM

The Term of this Agreement shall begin on the date executed below and continue until September 30, 2008. This Agreement may be extended annually for four (4) additional one-year terms, upon mutual written agreement by all parties.

II. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

Dallas County Contact

Sandy Cook
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-5007

City of Mesquite Contact

Lee Stimpson, P.E.
Senior Civil Engineer
City of Mesquite
1515 N. Galloway Avenue
Mesquite, Texas 75149
(972) 216-6432

III. COUNTY RESPONSIBILITIES

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

1. 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.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection center. 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, manage, operate, and maintain a site at 11232-11234 Plano Road in

Dallas for exclusive use as a Home Chemical Collection Center.

5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

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

1. **A sum not to exceed \$78,500.00** for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2007 through September 30, 2008.
 - a) Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the city at events and at the collection center.
 - b) Operational and capital costs shall be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence in appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.) that funding has been committed and will be available for obligations herein.
3. A request to the County in writing when the City wishes a collection event to be held within the city's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from the agreement by the City.
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 vendor's 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 and Capital Budgets, 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 and Capital Budgets will be determined by the County and the HHW Network. No City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in Exhibit B2008, 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 recommendation to the Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW 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. Pay for all routine maintenance at the Home Chemical Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, 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. To the extent allowed by law, and without creating a sinking fund, 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 and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms. Either party may withdraw from this agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date. Amendments may be made to this Agreement only 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.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), shall provide payment within thirty (30) days to the County as per this agreement and any addendum(s) to this agreement. Cities which fail to pay within thirty (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.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable, then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

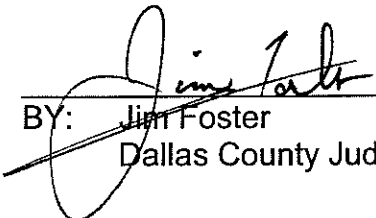
XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number 2007-1474 and passed on the 24th day of July, 2007.

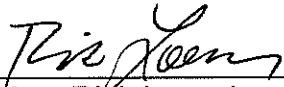
COUNTY:

EXECUTED THIS 30th DAY OF September, 2007.


BY: Jim Foster
Dallas County Judge

RECOMMENDED:

APPROVED AS TO FORM:



BY: Rick Loessberg
Director, Planning and Development

BY: Bob Schell
Chief, Civil Section

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CITY:

Approved by the City Council of the **City of Mesquite**,
Resolution Number 44-2007 on the 18th day of September,
2007.

EXECUTED THIS 19th DAY OF September, 2007.



Ted Barron
City Manager

Approved as to form:


Asst. City Attorney

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 direct and 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 Cooperative 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. The County will oversee the operation of a fixed-site HHW Collection Center for year-round access in addition to the aforementioned collection events.

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 host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city 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, and project management. The HHW Program Manager and staff shall be County employees, whose salaries and benefits are funded by the participating cities and/or through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational

costs will be funded by the participating cities proportionally, based on the most current single family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants.

All overhead for the Household Hazardous Waste Program and Home Chemical Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County. Operational and capital costs will be paid quarterly in advance. The city will pay a percent of the operational and capital costs equivalent to its percent of the total of single family households in all participating cities. Single family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors 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:

- 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
- The city may decide to continue to allocate funds 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 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.

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 the HHW program shall 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 program shall:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, 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.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. 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.

Special Training Requirements

EPA First Responder Technical Level training will be required for all workers (such as county, city, volunteer, contract personnel, etc.) who come in contact with chemicals and/or chemical containers. The contractor will provide these personnel at collection events 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 sites 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 EPA First Responder Technical Level training or abbreviated EPA First Responder Awareness Level Training and/or 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 Program Manager and program staff will be responsible for volunteer training.

Records and Reporting

The Program Manager and staff 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 each collection event, fiscal quarter, and fiscal year. 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

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

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

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. 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:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

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 Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager shall preside at all meetings. The HHW Program Manager and staff 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 County's voting member. 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.

Exhibit C2008

FY2008 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY08 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 5, 2007.

Fixed costs include personnel and operating 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, facility maintenance, utilities, and all other direct programming costs.

Capital costs are provided by the cities based on single-family household projections published by North Central Texas Council of Governments and set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

Variable costs are comprised of vendor costs for collection, contract labor, and disposal, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, 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. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

| BUDGET SECTION | CITY FUNDING |
|--|---------------------|
| OPERATIONAL BUDGET (FIXED COSTS) | |
| Personnel Costs | \$ 362,400 |
| Operating Costs | \$ 229,650 |
| Sub-Total | \$ 592,050 |
| CAPITAL EXPENSE BUDGET | \$ 20,000 |
| COLLECTION / LABOR / DISPOSAL BUDGET (VARIABLE COSTS) | \$ 545,000 |
| TOTAL PROGRAM BUDGET | \$1,157,050 |