

RESOLUTION NO. 30-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT WITH DALLAS COUNTY IN CONJUNCTION WITH THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK FOR FISCAL YEAR 2009-10 IN AN AMOUNT NOT TO EXCEED \$80,855.00.

WHEREAS, with the adoption of Resolution No. 44-2007 on September 18, 2007, the City of Mesquite entered into an Interlocal Agreement with Dallas County to participate in the Dallas Area Household Hazardous Waste Network (DAHAWN) for fiscal year 2007-08 with options to renew for four additional one-year terms; and

WHEREAS, with the adoption of Resolution 41-2008 on September 2, 2008, the City Council authorized the City Manager to execute Amendment No. 1 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2008-09; and

WHEREAS, Staff recommends the City Council exercise its option to renew for another year by authorizing the City Manager to execute Amendment No. 2 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2009-10 in an amount not to exceed \$80,855.00; and

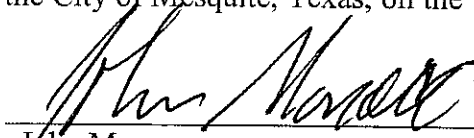
WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

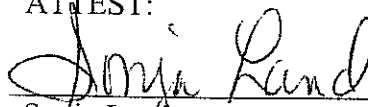
WHEREAS, an Interlocal Agreement between the City of Mesquite and Dallas County will allow the collection and disposal of household hazardous waste from Mesquite residents through the DAHAWN.

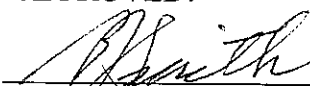
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute Amendment No. 2 to the Dallas Area Household Hazardous Waste 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 2009-10 in an amount not to exceed \$80,855.00 with options to renew for two additional one-year terms.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 17th day of August, 2009.

  
\_\_\_\_\_  
John Monaco  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Sorja Land  
City Secretary

APPROVED:  
  
\_\_\_\_\_  
B. J. Smith  
City Attorney

STATE OF TEXAS §  
COUNTY OF DALLAS §

**AMENDMENT NO. 2  
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT  
(The "Agreement")  
BETWEEN  
DALLAS COUNTY  
AND  
CITY OF MESQUITE,  
(The "City")  
A MEMBER CITY OF  
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

**WHEREAS**, on June 9, 2009 the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program interlocal agreement that was authorized by Court Order 2007-1474; and

**WHEREAS**, the requested amendment will extend the Agreement for a third year, from October 1, 2009 through September 30, 2010, as provided in Section I of the Agreement, which permits up to four additional one-year renewals for a five-year total contract term; and

**WHEREAS**, the requested amendment in Exhibit A2010 will allow each participating city to update its individual budget limit for FY10; and

**WHEREAS**, the requested amendment in Exhibit B2010 will update overall program budget amounts for the new fiscal year; and

**WHEREAS**, the requested amendments will continue the Household Hazardous Waste Program through fiscal year 2010 with no change in the basic terms and conditions of the Agreement, at no cost to Dallas County;

**NOW THEREFORE**, by execution of this Amendment No. 2, the Agreement is amended hereby as set forth below.

**I.  
PURPOSE**

Amendment No. 2 amends the Agreement to reflect changes in the effective term and fiscal year budget, as contained in Exhibits A2010 and B2010.

**II.  
EFFECT OF THE AGREEMENT**

By execution of this Amendment No. 2, the Agreement is amended hereby with respect to the Exhibits described below. No other sections, provisions, clauses or conditions of the Agreement are waived or changed hereby, and they shall all remain in full force and effect throughout the term of the Agreement and any duly authorized extensions.

**III.  
AMENDED PROVISIONS**

The new term of the Agreement shall be October 1, 2009 through September 30, 2010.

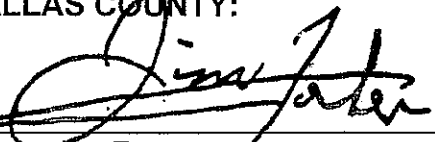
The language contained in Exhibit A2009 of the FY2009 Agreement entitled *Changes to Interlocal Agreement FY2008 Between Dallas County and HHW Network Member City* shall be deleted in its entirety and shall be replaced with the attached Exhibit A2010 entitled *Changes to Interlocal Agreement FY2009 Between Dallas County and HHW Network Member City*.

The language contained in Exhibit B2009 of the FY2009 Agreement entitled *FY2009 HHW Program Budget Summary* shall be deleted in its entirety and shall be replaced with the attached Exhibit B2010 entitled *FY2010 HHW Program Budget Summary*.

**IN WITNESS WHEREOF**, by their signatures below, the duly authorized representatives of Dallas County and City of Mesquite, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 2 to the Agreement dated October 1, 2009.

EXECUTED THIS the 23<sup>rd</sup> day of September, 2009.


DALLAS COUNTY:

  
BY: Jim Foster  
County Judge

CITY OF Mesquite:

  
BY: Ted Barron  
TITLE: City Manager WRJ

APPROVED AS TO FORM:

  
BY: Bob Schell, Chief  
Civil Section  
Dallas County District Attorney's Office

## EXHIBIT A2010

### CHANGES TO INTERLOCAL AGREEMENT FY2009 BETWEEN DALLAS COUNTY AND HHW NETWORK MEMBER CITY

The following replaces the language contained in Exhibit A2009 of the agreement.

1. "A sum not to exceed \$ 80,855.00  
for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2009 through September 30, 2010.
  - 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."

**Exhibit B2010**

**FY2010 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY10 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 30, 2009, and replaces the language contained in Exhibit B2009 of the agreement.

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 operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

<b>BUDGET SECTION</b>	<b>CITY FUNDING</b>
<b>OPERATIONAL BUDGET (FIXED COSTS)</b>	
Personnel Costs	\$ 367,004
Operating Costs	\$ 256,050
Sub-Total	\$ 623,054
<b>CAPITAL EXPENSE BUDGET</b>	\$ 20,000
<b>COLLECTION / LABOR / DISPOSAL BUDGET (VARIABLE COSTS)</b>	\$ 700,000
<b>TOTAL PROGRAM BUDGET</b>	<b>\$1,343,054</b>