

RESOLUTION NO. 39-2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT WITH DALLAS COUNTY IN CONJUNCTION WITH THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK FOR FISCAL YEAR 2010-11 IN AN AMOUNT NOT TO EXCEED \$83,280.00.

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, with the adoption of Resolution No. 30-2009 on August 17, 2009, the City Council authorized the City Manager to execute Amendment No. 2 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2009-10; and

WHEREAS, Staff recommends the City Council exercise its option to renew for another year by authorizing the City Manager to execute Amendment No. 3 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2010-11 in an amount not to exceed \$83,280.00; and

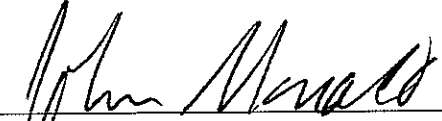
WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

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:

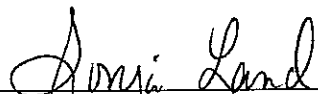
SECTION 1. That the City Manager is hereby authorized to execute Amendment No. 3 to the Dallas Area Household Hazardous Waste Interlocal Agreement attached hereto as Exhibit "A" between the City of Mesquite and Dallas County to provide for collection and disposal of household hazardous waste from Mesquite residents in participation with the Dallas Area Household Hazardous Waste Network for the fiscal year 2010-11 in an amount not to exceed \$83,280.00 with an option to renew for one additional one-year term.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of September, 2010.



John Monaco
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 3
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 22, 2010, 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 ("Agreement") that was authorized by Court Order 2007-1474; and

WHEREAS, Amendment No. 3 will extend the Agreement for a fourth year, from October 1, 2010 through September 30, 2011, as provided in Section I of the Agreement, which permits up to four additional one-year renewals of the contract term; and

WHEREAS, the requested amended Exhibit A2011, attached herein, will allow each participating city to update its individual budget limit for FY11; and

WHEREAS, the requested amended Exhibit B2011, attached herein, will update overall program budget amounts for the new fiscal year; and

WHEREAS, Amendment No. 3, along with the attachments, will serve to continue the Household Hazardous Waste Program through fiscal year 2011, with no other changes in the basic terms and conditions of the Agreement, at no cost to Dallas County;

NOW THEREFORE, by execution of this Amendment No. 3, the Agreement is amended hereby as set forth below.

**I.
PURPOSE**

Amendment No. 3 amends the Agreement to reflect changes in the effective term and fiscal year budget, as those changes are indicated in Exhibits A2011 and B2011.

II.
EFFECT OF THE AGREEMENT

By execution of this Amendment No. 3, the Agreement is amended hereby with respect to the Exhibits described below. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and shall all remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

III.
AMENDED PROVISIONS

The new term of the Agreement shall be October 1, 2010, through September 30, 2011.

First, Exhibit A2010 of the FY2010 Agreement entitled *Changes to Interlocal Agreement FY2009 Between Dallas County and HHW Network Member City*, as contained in Amendment No. 2, shall be deleted in its entirety and shall be replaced with the attached Exhibit A2011 entitled *Changes to Interlocal Agreement FY2010 Between Dallas County and HHW Network Member City*.

Second, Exhibit B2010 of the FY2010 Agreement entitled *FY2010 HHW Program Budget Summary*, as contained in Amendment No. 2, shall be deleted in its entirety and shall be replaced with the attached Exhibit B2011 entitled *FY2011 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. 3 to the Agreement.

EXECUTED THIS the _____ day of _____, 2010.

DALLAS COUNTY:

CITY OF MESQUITE:

BY: Jim Foster
County Judge

BY: TED BARRON
TITLE: CITY MANAGER



APPROVED AS TO FORM:

BY: Gordon Hikel, Chief
Civil Section
Dallas County District Attorney's Office

EXHIBIT A2011

CHANGES TO INTERLOCAL AGREEMENT FY2010 BETWEEN DALLAS COUNTY AND HHW NETWORK MEMBER CITY

The following replaces the language contained in Exhibit A2010 of the agreement.

1. "A sum not to exceed \$83,280.00
for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2010 through September 30, 2011.
 - 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 B2011

FY2011 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY11 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 15, 2010, and replaces the language contained in Exhibit B2010 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.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET (FIXED COSTS)	
Personnel Costs	\$ 370,846
Operating Costs	\$ 228,650
Sub-Total	\$ 599,496
CAPITAL EXPENSE BUDGET	\$ 20,000
COLLECTION / LABOR / DISPOSAL BUDGET (VARIABLE COSTS)	\$ 752,750
TOTAL PROGRAM BUDGET	\$1,372,246

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM

**Proportional Shares of Proposed FY2011 Operational and Capital Budget *
For Cities of the Dallas Area Household Hazardous Waste Network**

City	Service Area Based on Single Family Households as per Current NCTCOG Housing Estimates	Percent of Service Area	Annual Share of Operational and Capital Budgets*	Amount Due Quarterly*
Addison	1,752	0.34%	\$2,120	\$530
Carrollton	30,905	6.04%	\$37,399	\$9,350
Dallas	248,512	48.54%	\$300,732	\$75,183
De Soto	14,284	2.79%	\$17,286	\$4,321
Duncanville	11,165	2.18%	\$13,511	\$3,378
Farmers Branch	7,585	1.48%	\$9,179	\$2,295
Garland	60,207	11.76%	\$72,858	\$18,215
Highland Park	2,930	0.57%	\$3,546	\$886
Irving	35,810	7.00%	\$43,335	\$10,834
Mesquite	37,509	7.33%	\$45,391	\$11,348
Richardson	27,272	5.33%	\$33,003	\$8,251
Rowlett	17,396	3.40%	\$21,051	\$5,263
Sachse	5,986	1.17%	\$7,244	\$1,811
Seagoville	3,376	0.66%	\$4,085	\$1,021
Sunnyvale	1,465	0.29%	\$1,773	\$443
University Park	5,771	1.13%	\$6,984	\$1,746
TOTAL	511,925	100%	\$619,496	\$154,874

* NOTE: Operational Budget = \$599,496 Capital Costs = \$20,000 Combined = \$619,246

Operational and Capital budget shares are determined by multiplying each city's Percent of Service Area times the total. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes.

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM FY11 BUDGET

Approved by the HHW Network on April 15, 2010

Line #	Budget Item	FY09	FY10	FY11
		Budget	Budget	Budget
1	OPERATIONAL BUDGET (Fixed Costs)			
2	PERSONNEL COSTS			
3	Salary, Pgm. Mgr.	\$ 66,981	\$ 66,981	\$ 66,981
4	Fringe, Pgm. Mgr.	\$ 17,701	\$ 18,510	\$ 19,393
5	Salary, Pgm. Coordinator	\$ 50,652	\$ 50,652	\$ 50,652
6	Fringe, Pgm. Coordinator	\$ 15,056	\$ 15,790	\$ 16,481
7	Salary, HHW Admin. Asst.	\$ 36,858	\$ 36,858	\$ 36,858
8	Fringe, HHW Admin. Asst.	\$ 12,820	\$ 13,490	\$ 14,022
9	Salary, Haz. Waste Specialist (A)	\$ 44,740	\$ 44,740	\$ 44,740
10	Fringe, Haz. Waste Specialist	\$ 14,098	\$ 14,800	\$ 15,427
11	Salary, Haz. Waste Specialist (B)	\$ 44,699	\$ 44,699	\$ 44,699
12	Fringe, Haz. Waste Specialist	\$ 14,092	\$ 14,800	\$ 15,420
13	Salary, Haz. Waste Technician	\$ 32,864	\$ 32,864	\$ 32,864
14	Fringe, Haz. Waste Technician	\$ 12,175	\$ 12,820	\$ 13,310
15	PERSONNEL SUB-TOTAL	\$ 362,736	\$ 367,004	\$ 370,846
16	PROGRAM OPERATING COSTS			
17	Advertising	\$ 25,400	\$ 36,000	\$ 36,000
18	Books & Supplements	\$ 300	\$ 300	\$ 200
19	Collection Supplies & Tools	\$ 24,100	\$ 25,000	\$ 26,500
20	Communications (Cell Phones, Pagers)	\$ 1,400	\$ 1,400	\$ 1,000
21	Computer Expense (Hardware, Software, Etc.)	\$ 2,500	\$ 2,500	\$ 2,200
22	Dues/Subscriptions	\$ 700	\$ 700	\$ 600
23	Equipment Rental	\$ 1,000	\$ 1,000	\$ 1,000
24	Equipment Repair	\$ 5,000	\$ 4,000	\$ 4,000
25	Fuel	\$ 4,000	\$ 4,000	\$ 3,000
26	Laundry Service	\$ 3,000	\$ 3,000	\$ 2,500
27	Medical Surveillance	\$ 3,000	\$ 3,000	\$ 3,600
28	Mileage/Parking for Routine Business	\$ 500	\$ 500	\$ 500
29	Office Equipment Purchase/Rentals	\$ 2,000	\$ 2,000	\$ 2,000
30	Office furnishings	\$ 500	\$ 500	\$ 500
31	Office Supplies	\$ 2,000	\$ 1,800	\$ 1,600
32	Personal Safety Equipment/Devices	\$ 51,000	\$ 55,000	\$ 53,000
33	Postage/Freight/Courier	\$ 750	\$ 2,000	\$ 1,850
34	Printing/Signage	\$ 1,500	\$ 1,500	\$ 1,000
35	Public Education Materials	\$ 5,000	\$ 5,000	\$ 4,500
36	Staff Development/Training Fees & Supplies	\$ 5,000	\$ 4,750	\$ 4,000
37	Trash **	\$ 18,700	\$ 18,700	\$ 0
38	Travel for Staff Development & Special Business	\$ 2,500	\$ 3,500	\$ 3,100
39	Uniforms	\$ 8,700	\$ 8,700	\$ 7,000
40	Utilities/Maintenance Expense for HC3	\$ 65,000	\$ 65,000	\$ 63,000
41	Vehicle Maintenance	\$ 4,700	\$ 4,700	\$ 4,700
42	Volunteer Support/Incentives	\$ 1,500	\$ 1,500	\$ 1,300
43	PROGRAM OPERATING SUB-TOTAL	\$ 239,750	\$ 256,050	\$ 228,650
44	TOTAL OPERATIONAL BUDGET	\$ 602,486	\$ 623,054	\$ 599,496
45	CAPITAL EXPENSE BUDGET (Set-Aside for Capital Maintenance and Improvements)			
46	TOTAL CAPITAL EXPENSE BUDGET	\$ 20,000	\$ 20,000	\$ 20,000
47	COLLECTION/DISPOSAL BUDGET (Variable Costs, Billed as Used)			
48	Collection/Mobilization/Disposal**	\$ 545,000	\$ 545,000	\$ 590,000
49	Contractual Labor/Temp Labor ***	\$ 140,000	\$ 155,000	\$ 162,750
50	TOTAL COLLECTION/DISPOSAL BUDGET	\$ 685,000	\$ 700,000	\$ 752,750
51	OVERALL PROGRAM BUDGET (Operational, Collection/Disposal, Capital)			
52	TOTAL BUDGET	\$ 1,307,486	\$ 1,343,054	\$ 1,372,246

** Trash service (\$24,000) incorporated into Collection/Disposal Budget for payment as used.

*** Labor provided from program's prior year carryover and current salary lag; no new appropriations needed; no cost billed to cities.