

RESOLUTION NO. 31-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE INTERLOCAL AGREEMENT WITH DALLAS COUNTY IN CONJUNCTION WITH THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK FOR FISCAL YEAR 2011-12 IN AN AMOUNT NOT TO EXCEED \$85,780.00.

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, with the adoption of Resolution No. 39-2010 on September 20, 2010, the City Council authorized the City Manager to execute Amendment No. 3 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2010-11; and

WHEREAS, Staff recommends the City Council exercise its option to renew for another year by authorizing the City Manager to execute Amendment No. 4 to the DAHAWN Interlocal Agreement with Dallas County for fiscal year 2011-12 in an amount not to exceed \$85,780.00; and

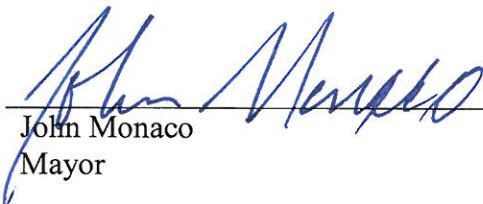
WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

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. 4 to the Dallas Area Household Hazardous Waste Interlocal Agreement attached hereto as Exhibit "1" 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 2011-12 in an amount not to exceed \$85,780.00.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of September, 2011.




John Monaco
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney

STATE OF TEXAS §
COUNTY OF DALLAS §

**Engineering Division File Copy
Do Not Remove!**

**AMENDMENT NO. 4
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 August 16, 2011, 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. 4 will extend the Agreement for a fifth and final year, from October 1, 2011 through September 30, 2012, 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 A2012, attached herein, will allow each participating city to update its individual budget limit for FY12; and

WHEREAS, the requested amended Exhibit B2012, attached herein, will update overall program budget amounts for the new fiscal year; and

WHEREAS, Amendment No. 4, along with the attachments, will serve to continue the Household Hazardous Waste Program through fiscal year 2012, 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. 4, the Agreement is amended hereby as set forth below.

**I.
PURPOSE**

Amendment No. 4 amends the Agreement to reflect changes in the effective term and fiscal year budget, as those changes are indicated in Exhibits A2012 and B2012.

**RECEIVED
OCT 17 2011
ENGINEERING DIVISION
CITY OF MESQUITE**

**II.
EFFECT OF THE AGREEMENT**

By execution of this Amendment No. 4, 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, 2011, through September 30, 2012.


First, Exhibit A2011 of the FY2011 Agreement entitled *Changes to Interlocal Agreement FY2010 Between Dallas County and HHW Network Member City*, as contained in Amendment No. 3, shall be deleted in its entirety and shall be replaced with the attached Exhibit A2012 entitled *Changes to Interlocal Agreement FY2011 Between Dallas County and HHW Network Member City*.

Second, Exhibit B2011 of the FY2011 Agreement entitled *FY2011 HHW Program Budget Summary*, as contained in Amendment No. 3, shall be deleted in its entirety and shall be replaced with the attached Exhibit B2012 entitled *FY2012 HHW Program Budget Summary*.

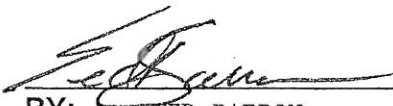
IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of ^{Mesquite} ~~Dallas~~, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 4 to the Agreement.

EXECUTED THIS the _____ day of _____, 2011.

DALLAS COUNTY:


BY: Clay Jenkins
County Judge

CITY OF MESQUITE:


BY: TED BARRON
TITLE: CITY MANAGER MAA

APPROVED AS TO FORM:

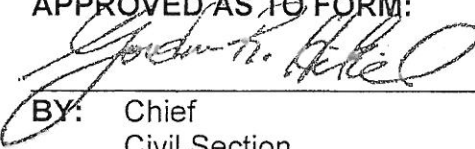

BY: Chief
Civil Section
Dallas County District Attorney's Office

EXHIBIT A2012

CHANGES TO INTERLOCAL AGREEMENT FY2011 BETWEEN DALLAS COUNTY AND HHW NETWORK MEMBER CITY

The following replaces the language contained in Exhibit A2011 of the agreement.

1. "A sum not to exceed \$ 85,780.00
for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2011 through September 30, 2012.
 - 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 B2012

FY2012 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2012 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 13, 2011, and replaces the language contained in Exhibit B2011 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	\$ 376,301
Operating Costs	\$ 200,575
Sub-Total	\$ 576,876
CAPITAL EXPENSE BUDGET	\$ 20,000
COLLECTION / LABOR / DISPOSAL BUDGET (VARIABLE COSTS)	\$ 752,750
TOTAL PROGRAM BUDGET	\$1,349,626