

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR FISCAL YEAR 2021-22 FOR AN AMOUNT NOT TO EXCEED \$123,566.00.

WHEREAS, with the adoption of Resolution No. 43-2017 on October 2, 2017, the City of Mesquite (“**City**”) and Dallas County entered into the Household Hazardous Waste Interlocal Agreement (“**Agreement**”) to participate in the Dallas Area Household Hazardous Waste Network (“**DAHHWN**”) for Fiscal Year 2017-18 with options to renew for four additional one-year terms; and

WHEREAS, with the adoption of Resolution 51-2018 on September 17, 2018, the City Council exercised its option to renew the Agreement for another year and authorized the City Manager to execute Amendment No. 1 to the Agreement for Fiscal Year 2018-19 for an amount not to exceed \$97,200.00; and

WHEREAS, with the adoption of Resolution No. 70-2019 on October 21, 2019, the City Council exercised its option to renew the Agreement for another year and authorized the City Manager to execute Amendment No. 2 to the Agreement for Fiscal Year 2019-20 for an amount not to exceed \$111,200.00; and

WHEREAS, with the adoption of Resolution No. 48-2020 on October 5, 2020, the City Council exercised its option to renew the Agreement for another year and authorized the City Manager to execute Amendment No. 3 to the Agreement for Fiscal Year 2020-21 for an amount not to exceed \$117,682.00; and

WHEREAS, Staff recommends the City Council exercise its option to renew the Agreement for another year by authorizing the City Manager to execute Amendment No. 4 to the Agreement for Fiscal Year 2021-22 for an amount not to exceed \$123,566.00; 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, extending the term of the Agreement allows the collection and disposal of household hazardous waste from City residents through the DAHHWN and is in the best interest of the City’s residents.

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

SECTION 1. That the City Council hereby approves and authorizes the City Manager to execute Amendment No. 4 to the Agreement, attached hereto as Exhibit A and incorporated herein by reference, for Fiscal Year 2021-22, in an amount not to exceed \$123,566.00.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of October 2021.

Bruce Archer
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Sonja Land
City Secretary



David L. Paschall
City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**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, July 6, 2021, 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 permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2017-0979; and

WHEREAS, the proposed Amendment No.4, along with the attachment C2022, will serve to continue the Household Hazardous Waste Program through fiscal year 2022, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 4 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 4, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
 PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
 AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2021, through September 30, 2022.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed _____ for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2021 through September 30, 2022. This figure is based on the program's annual budget contained in **Exhibit C2022** which is incorporated herein for all purposes.
 - 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."

C. Exhibit C2021 of the Agreement entitled *FY2021 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2022 entitled *FY2022 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. 4 to the Agreement.

EXECUTED THIS the _____ day of _____, 2021.

DALLAS COUNTY:

CITY OF MESQUITE:

BY: Clay Lewis Jenkins
County Judge

BY:

APPROVED AS TO FORM:*
John Cruezot
District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

BY: Lacey B. Lucas

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not 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).

Exhibit C2022**FY2022 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2022 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 24, 2021, and replaces the language contained in Exhibit C2018 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2017-0979.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget 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
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 532,550
Operating Costs	\$ 209,925
Capital Expense	\$ 93,000
Sub-Total	\$ 835,475
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,103,000
TOTAL PROGRAM BUDGET	\$1,938,475