

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS, APPROVING AMENDMENT 1 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT WITH DALLAS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council wishes to renew an Interlocal Agreement with Dallas County and others regarding the Dallas Area Household Hazardous Waste Network to coordinate the planning and implementation of a hazardous waste collection program; and,

WHEREAS the City Council wishes to renew the Agreement for a one-year term and provide funding for the next fiscal year; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS:

SECTION 1. That Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of University Park, a true copy of which is attached hereto as Exhibit “A” and made part hereof for all purposes, is accepted and approved in all respects by the City Council for a one year term to end September 30, 2024, and to approve the fiscal year budget set out in the Agreement without change to its basic terms and provisions. That the City Manager is authorized and directed to execute such Agreement on behalf of the City of University Park and to take such other administrative steps as may be necessary to participate in the Network.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS, on the ____ day of September 2023.

APPROVED:

TOMMY STEWART MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY (RLD/08-30-23)

CHRISTINE GREEN, CITY SECRETARY

EXHIBIT "A"

HHW Interlocal Agreement FY2024 Renewal Amendment No. 1

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 1
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF UNIVERSITY PARK
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, June 20, 2023, 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 2022-0661; and

WHEREAS, the proposed Amendment No. 1, along with the attachment C2024, will serve to continue the Household Hazardous Waste Program through fiscal year 2024, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 1 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. 1, 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, 2023, through September 30, 2024.

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, 2023 through September 30, 2024. This figure is based on the program's annual budget contained in **Exhibit C2024** 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 C2023 of the Agreement entitled *FY2023 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2024 entitled *FY2024 HHW Program Budget Summary*.

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

EXECUTED THIS the _____ day of _____, 2023.

DALLAS COUNTY:

CITY OF UNIVERSITY PARK

BY: Clay Lewis Jenkins
County Judge

BY:

APPROVED AS TO FORM:*
John Creuzot
District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: Lacey B. Lucas

BY: _____

* 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 C2024**FY2022 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2024 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 23, 2023, and replaces the language contained in Exhibit C2022 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- 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	\$ 592,626
Operating Costs	\$ 238,625
Capital Expense	\$ 100,000
Sub-Total	\$ 931,251
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,404,000
TOTAL PROGRAM BUDGET	\$2,335,251