



Hays County Commissioners Court

Date: 05/06/2025

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County and the City of San Marcos related to the City of San Marcos Household Hazardous Waste (HHW) drop-off facility.

HAMMER/T.CRUMLEY

Summary:

The City of San Marcos has been operating a Household Hazardous Waste drop-off facility for City and County residents since 2009. The County has been contributing financially to this facility since its opening in 2009, but a formal agreement has not been in place. Countywide Operations and the Recycling and Solid Waste Department would like to make this partnership formal by executing an interlocal agreement with the City of San Marcos.

Fiscal Impact:

Amount Requested: \$79,920.00 annually, for 5 years

Line Item Number: 001-716-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: N

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Chapter 791 Interlocal Cooperation Contracts

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

ILA - COSM - HHW

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN
MARCOS, TEXAS AND HAYS COUNTY, TEXAS TO FUND THE SAN
MARCOS HOUSEHOLD HAZARDOUS WASTE DROP-OFF FACILITY**

This Agreement is made and entered into on May 6, 2025 (the "Effective Date") by Hays County, a political subdivision of the State of Texas ("County") and the City of San Marcos, a Texas home rule municipality ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Background, Purpose, and Legal Authority

1.1 Since 2009, the City has operated a Household Hazardous Waste (HHW) drop-off facility for all City and County residents, including those who reside in other municipalities located within the County. During that time, the County has been a good partner with the City and has compensated the City for the costs of operating the facility. It is the intent of the parties to memorialize the existing informal agreement into this written agreement.

1.2 City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include waste disposal.

1.3 This Agreement has been approved by the Hays County Commissioner's Court and the San Marcos City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement

This Agreement is made for a term beginning on May 6, 2025 and shall remain in effect until revoked by either party with ninety (90) days' notice. Upon termination, the City shall

provide a final invoice to the County within thirty (30) days of termination and the County shall then have thirty (30) days to make the final payment.

III. City's Duties

In consideration of County's obligations under this Agreement, City shall:

- a. Operate the HHW drop-off facility at 634 E. Hopkins Street, with collection hours on Fridays from 12:00PM to 3:30PM and Saturdays from 8:00AM to 12:00PM.
- b. Provide all necessary staff, supplies, and disposal services for the proper handling of hazardous waste materials.
- c. Track the weight of materials received, record addresses of residents utilizing the service, and maintain records of supplies and disposal costs.
- d. Calculate estimated costs based on the percentage of material disposed and the associated operational costs.
- e. Invoice the County on October 1st of each year for its funding contribution.

IV. County's Rights and Duties

In consideration of the City operating the HHW drop-off facility, the County shall:

- a. Pay for the costs incurred by certain residents who use the HHW drop-off facility. Under this provision, the County shall be responsible for costs for residents: (1) in the unincorporated areas of Hays County; and (2) the incorporated areas of Hays County with the exception of residents within the territorial limits of the Cities of San Marcos, Kyle, and Buda.
- b. Issue payment in full within thirty (30) days of receiving the City's annual invoice.
- c. Issue payment in the amount of \$79,920.00 annually for the first five (5)

years of this agreement. Beginning in year six (6) of this agreement, the City of San Marcos may request in writing an increase of no more than 10% per calendar year for the remainder of the partnership.

V. Conditions Precedent

This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the San Marcos City Council.

VI. Amendments

This Agreement can be amended only by written approval of the Hays County Commissioners Court and the San Marcos City Council.

VII. Representations

City and County each make the following representations to each other as inducements to enter into this Agreement:

- a.** That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b.** That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c.** That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d.** That the officer who signed this Agreement has the legal authority to sign documents on its behalf; and
- e.** That before this Agreement was approved, its governing body had already identified, and its staff had already segregated sufficient lawfully available current funds

for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VIII. Severability

If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

IX. Entire Agreement

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VI above.

X. Interpretation

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XI. Applicable Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising

hereunder shall be in Hays County, Texas.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date of this Agreement first stated above.

CITY:

By: _____
Stephanie Reyes, City Manager

Date: _____

COUNTY:

By: _____
Ruben Becerra, County Judge

Date: 5-6-2025