

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BUDA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SAN MARCOS, TEXAS RELATED TO WASTE DISPOSAL PURSUANT TO PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 791; FINDING AND DETERMINING THAT THE AGREEMENT IS COMPLIANT WITH TEXAS LAW AND THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, V.T.C.A., Government Code Section 791.001, et seq., cited as the Texas "Interlocal Cooperation Act," provides that any one or more local governments of the state may contract with each other for the performance of governmental functions and services, and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the state and the mutual benefit of the parties; and,

WHEREAS, the governing bodies of the City of San Marcos, Texas and the City of Buda, Texas wish to enter into an interlocal agreement under Texas Government Code Section 791.001, et seq.; and,

WHEREAS, the governing bodies of the City of San Marcos, Texas and the City of Buda, Texas find it mutually beneficial and in the best interest of the general public and the citizens represented by the parties to the agreement to enter into an Interlocal Agreement, which is attached hereto and incorporated herein as Exhibit A for all purposes, providing for a Household Hazardous Waste Collection Event.

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

SECTION 1. That the Buda City Council hereby authorizes the City Manager to execute, on behalf of the City of Buda, an Interlocal Agreement with the City of San Marcos, Texas providing for Household Hazardous Waste Collection Event as described in Exhibit A, attached hereto and incorporated herein as if recited verbatim.

SECTION 2. That the City Manager is the administrator of the Interlocal Agreement.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 20__.

CITY OF BUDA, TEXAS

By: _____
George Haehn, Mayor

ATTEST:

Alicia Ramirez, City Clerk

EXHIBIT A

INTERLOCAL AGREEMENT REGARDING WASTE DISPOSAL BETWEEN THE CITY OF BUDA AND THE CITY OF SAN MARCOS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter § 791, Texas Government Code, as amended, by and between the CITY OF BUDA, TEXAS ("Buda"), a political subdivision of the State of Texas, and the CITY OF SAN MARCOS, TEXAS ("San Marcos"), also one or more Chapter 791 Local Governments or an agency of the State of Texas.

RECITALS

WHEREAS, V.T.C.A., Government Code Section 791.001, et seq., cited as the Texas "Interlocal Cooperation Act," provides that any one or more local governments of the state may contract with each other for the performance of governmental functions and services, and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the state and the mutual benefit of the parties; and

WHEREAS, the governing bodies of the City of San Marcos, Texas and the City of Buda, Texas wish to enter into an interlocal agreement under Texas Government Code Section 791.001, et seq.;

WHEREAS, the governing bodies of the City of San Marcos, Texas and the City of Buda, Texas find it mutually beneficial and in the best interest of the general public and the citizens represented by the parties to the agreement to enter into a in Interlocal Agreement, which is attached hereto and incorporated herein as Exhibit A for all purposes, providing for a Household Hazardous Waste Collection Event.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, Buda and San Marcos mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

NOW, THEREFORE, the City of Buda, Texas and the City of San Marcos, Texas for the mutual consideration stated herein, agree as follows:

I. Managing Officials.

A. Designation

1. Each Party shall designate a person (“Managing Official”) to act on its behalf for the purposes of administering this Agreement.
2. The following list and designated part are the appointed Managing Officials for this Agreement:

City of Buda, Texas

Kenneth Williams

City Manager

405 Loop Street, Buda, Texas 78610

kwilliams@ci.buda.tx.us

City of San Marcos, Texas

Bert Lumbreras

City Manager

630 E. Hopkins Street, San Marcos, Texas 78666

blumbreras@sanmarcostx.gov

B. Duties and Regulations

1. The Managing Officials shall oversee and coordinate all aspects of this Agreement, including: administration of a Household Hazardous Waste Collection Event as defined in Section II.
2. Each Managing Official shall have the authority to speak for the Party he or she represents and the other parties to this Agreement are entitled to rely on the representations made by each of the Party’s Managing Official pertaining to the subject matter of this Agreement.
3. The Managing Officials may consult with individuals and representatives of interest groups whose interests are affected by decisions and recommendations made by the Managing Officials and may establish such focus or working groups as they may consider helpful to advise the Managing Officials and Parties on issues related to the administration of this Agreement.

C. Notification of Change in Designation

Each Party shall immediately inform the other if its designation of a Managing Official changes, either through resignation or promotion or other direct personnel action or through department restructuring or other functional reorganization or reassignment of responsibilities.

II. Buda Household Hazardous Waste Collection Event

- A. The City of Buda is the subrecipient of a 2018 – 2019 Solid Waste Grant from the Texas Commission on Environmental Quality (TCEQ) that is administered through the Capital Area Council of Governments (“CAPCOG”). The City of Buda and the City of San Marcos will partner to host a Household Hazardous Waste Collection Event in the City of Buda.
- B. The City of Buda will work in partnership with the City of San Marcos to plan, coordinate, and conduct a Household Hazardous Waste Collection Event in Buda.
- C. The City of San Marcos is not a party to the Solid Waste Interlocal Agreement between the City of Buda and CAPCOG.
- D. The City of Buda will utilize household hazardous waste service providers licensed through the TCEQ through the City of San Marcos. The City of San Marcos has legally contracted with the providers in accordance with their purchasing policies and Ch. 252 of the Texas Local Government Code. The service providers will provide reports on collection and disposal of collected materials in a manner acceptable to CAPCOG and TCEQ.
- E. The City of San Marcos will provide the City of Buda with copies of receipts and expenses incurred from the household hazardous waste collection event. The City of Buda will pay the City of San Marcos up to \$10,500 for services rendered by licensed waste service providers provided by the City of San Marcos.
- F. The City of Buda will provide commercial general liability insurance for the Household Hazardous Waste Collection Event.
- G. The City of Buda agrees, at its sole cost, to clean any spill or unintended release of household hazardous waste which occurs in connection with this Collection Event.

III. Miscellaneous.

A. Severability.

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

B. No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by applicable law.

C. Duration and Termination.

This Agreement takes effect upon the complete execution of the Agreement by the Parties. Any party may terminate this Agreement with 30 days written notice.

D. Preservation of Powers.

Except as expressly provided otherwise herein, nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party as any Party may believe is necessary or desirable to protect the public health, safety, and welfare.

E. Entire Agreement.

This Agreement expresses the entire agreement between the Parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both Parties. Either Party may request to renegotiate this Agreement at any time.

F. Venue.

This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hays County, Texas.

G. Liability.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives any immunity or defense that would otherwise be available to it against claims by third parties.

H. Binding Obligation.

This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF BUDA, TEXAS, during its meeting held on the _____ day of _____, 2018, and executed by its authorized representative.

CITY OF BUDA, TEXAS

By: _____
Kenneth Williams, City Manager

ATTEST:

Alicia Ramirez, City Clerk

APPROVED BY THE CITY COUNCIL FOR THE CITY OF SAN MARCOS, TEXAS,
during its meeting held on the _____ day of _____, 2018, and executed
by its authorized representative.

CITY OF SAN MARCOS, TEXAS

By: _____
Bert Lumbreras, City Manager

ATTEST:

Jamie Lee Case, City Clerk