

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: January 18, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

Be it resolved by the City Council of the City of El Paso that the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to allow residents of the County of El Paso to use the Greater El Paso Landfill to dispose of collected trash in exchange for \$16.00 per token of collected trash, in an amount not to exceed \$32,000 per year.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfer and submit necessary revisions to the operational plan. No cash match is required.

BACKGROUND / DISCUSSION:

The County will provide tokens to residents throughout the County's service area that may be redeemed at the City Landfill or Westside Citizen Collection Station. The County will acquire, distribute and redistribute these tokens at sole cost to the County. The City shall accept permissible solid waste upon being presented with a token furnished by the County. The County will pay the City \$16 per token presented to the City in an amount not to exceed \$32,000. Tokens will be accepted 120 days after the termination of this Agreement. This agreement shall continue for a term of five (5) years from the Effective Date unless otherwise terminated.

PRIOR COUNCIL ACTION:

Previously approved 3/30/21 and extended 9/14/21

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Nicholas H. Ybarra

Nick Ybarra for Ellen Smyth

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the County of El Paso and the City of El Paso would like to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the County of El Paso and the City of El Paso have a common goal to provide for public health, safety and welfare of the residents of the El Paso region; and

WHEREAS, the City of El Paso's Environmental Services Department (ESD) is responsible for management of the Greater El Paso Landfill; and

WHEREAS, the County of El Paso's Public Works Department wishes to organize community clean-up in a safe manner and without creating large group gatherings; and

WHEREAS, in order to clean-up the community, the County of El Paso would like to use the Greater El Paso Landfill ("landfill") to dispose of collected trash; and

WHEREAS, the City of El Paso and County of El Paso agree it is in their mutual interest to provide a mechanism for residents outside the City of El Paso to safely and responsibly dispose of solid waste, passenger tires, bulk trash, and electronic waste.

WHEREAS, in exchange for the use of the landfill the County of El Paso will provide payment to the City of El Paso for the use of the landfill in the amount of \$16.00 per token of collected trash, in an amount not to exceed \$32,000 per year; and

WHEREAS, the City of El Paso's El Paso Environmental Services Department and the County of El Paso Public Works Department wish to enter into this agreement in order to provide for the public health, safety and welfare of the residents in the El Paso region.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfer and submit necessary revisions to the operational plan. No cash match is required.

APPROVED this _____ day of _____, 2022


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra for
Ellen Smyth, Director
Chief Transit and Field Operations Officer

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This Interlocal Agreement (“**Agreement**”) is between the City of El Paso, Texas, (“**City**”) and El Paso County, Texas (“**County**”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act. City and County shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City’s Environmental Services Department is responsible for providing a wide range of services to the residents of El Paso, including garbage and curbside recycling collections and management of the Greater El Paso Landfill, “Landfill;” and

WHEREAS, the County’s Public Works Department has traditionally organized Community Cleanup Events throughout the year to collect and dispose of household waste, passenger tires, bulk trash, electronic waste and recyclable materials; and

WHEREAS, the SARS-CoV-2 outbreak of 2020 completely limited the ability for the County to provide community cleanup events given the potential for large groups to gather at the cleanup events; and

WHEREAS, the Parties have a common goal to provide for the public health, safety and welfare of residents throughout the El Paso region;

WHEREAS, the Parties agree it is in their mutual interest to provide a mechanism for residents outside the City of El Paso to safely and responsibly dispose of solid waste, passenger tires, bulk trash, and electronic waste;

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Parties mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The County will provide tokens to residents throughout the County’s service area, defined as all communities outside the City of El Paso, that may be redeemed at the City Landfill or Westside Citizen Collection Station, “WCCS” (located at 121 Atlantic Road, El Paso, Texas, 79912). The County will acquire, distribute and redistribute these tokens at sole cost to the County.
- 1.2 The County will also provide a listing to residents indicating which items will not be accepted at the Landfill and the WCCS, as provided in Attachment A.

- 1.3 The City shall accept permissible solid waste, as identified in this agreement, in a single vehicle and any accompanying single-axel trailer (irrespective of total weight of both) upon being presented with a token furnished by the County. The customer will be limited to five mattresses for disposal per vehicle.
- 1.4 The City shall also accept passenger tires, without rims, and store them at both sites. The City shall then provide notice, on a monthly basis, of how many tires have been collected and stored at each site for removal at the sole expense of the County. The County will coordinate for the removal with a private vendor at no expense to the City.

2. **EXPENSES.**

2.1 The County will pay the City **\$16 per token** presented to the City in an amount not to exceed **\$32,000** per year. The total expense is estimated to provide for the acceptance of 2,000 vehicles per year.

2.2 The City shall provide a monthly invoice to the County stating how many tokens were accepted and at what location. Upon receipt of the invoice, the County shall have 30 days to process the invoice and submit payment to the City.

2.2 Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

3. **TERM.** The term of this Agreement commences on the Effective Date and ends after the County renders to the City the final payment in accordance to Section 2.2 of this Agreement. Tokens will be accepted for 120 days after termination of this Agreement. This Agreement shall continue for a **term of five years**, unless otherwise terminated by the Parties under the terms of this Agreement. The Effective Date is the date that the last party, either the El Paso County Judge or Mayor of the City of El Paso, signs this Agreement (“**Effective Date**”).

4. **TERMINATION.** The parties may terminate this Agreement by mutual consent in accordance with the terms of a separate written agreement executed by both Parties.

5. **NOTICES AND PAYMENTS.** The Parties will send all notices and payments under this Agreement by postmarked and certified mail. For purposes of this Agreement, all notices and payments are deemed to be received 5 calendar days following the postmark date on the notice or payment. The Parties will deliver all notices and payments under this Agreement to the following addresses:

NOTICES

CITY:

City of El Paso
Attn: City Manager
PO Box 1890

El Paso, Texas 79950-1890

COPY TO:

Environmental Services
Attn: Nicholas Ybarra
7968 San Paulo
El Paso, TX 79907

COUNTY:

El Paso County
Attn: Public Works Executive Director
800 East Overland, Suite 200
El Paso, Texas 79901

PAYMENTS

CITY:

Environmental Services
Attn: Nicholas Ybarra
7968 San Paulo
El Paso, TX 79907

The City and the County will notify each other in writing of any changes in the addresses described above.

6. GENERAL PROVISIONS.

6.1 Governing Law and Venue. This Agreement is governed by Texas Law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.

6.2 No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

6.3 No Third Party Beneficiaries. This Agreement does not confer or create any rights or obligations to any third Parties.

6.4 No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.

6.5 Public Information. This Agreement is public information.

6.6 Sovereign and Governmental Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a Party may have by operation of law. The City and the County retain all governmental immunities.

6.7 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.8 Independent Contractors. The City and the County are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the County nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

6.9 Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

6.10 Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

6.11 No Waiver. Failure of either Party to enforce any provision of this Agreement does not constitute a waiver of rights and the parties will retain the right to require performance of any provision of this Agreement.

6.12 Complete Agreement. This Agreement constitutes the entire agreement between the Parties.

6.13 Severability. If any provision of this Agreement is declared unenforceable, then all other provisions of this Agreement will remain in effect.

6.14 No Indemnification. The Parties agree that, except as provided in this Agreement, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

6.15 Fines and Penalties. Each Party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that Party's actions.

6.16 Exclusion of Incidental and Consequential Damages. Neither Party is liable under this Agreement to the other Party for any incidental, consequential, special, punitive, or exemplary damages of any kind –including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees- as a result of a breach of any term of this Agreement.

6.17 All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.

Signature page for the City of El Paso, Interlocal Agreement between the City
of El Paso and the County of El Paso, Texas.


CITY OF EL PASO

Oscar Leeser
Mayor
Date:

ATTEST:

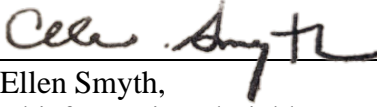
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth,
Chief Transit and Field Operations Officer

Signature page for El Paso County, Interlocal Agreement between the City of El Paso and El Paso County, Texas.

APPROVED this 12th day of December, 2022.

COUNTY OF EL PASO



Ricardo A. Samaniego
County Judge

APPROVED AS TO LEGAL FORM ONLY:



Kevin McCary
Assistant County Attorney

APPROVED AS TO CONTENT:



Norma Rivera Palacios, Executive Director
Public Works Department

Attachment A – Prohibited Materials at Greater El Paso Landfill and Westside Citizen Collection Station

Prohibited Items at the Greater El Paso Landfill

- Class 1 Industrial Waste
- PCBs (Polychlorinated Biphenyls)-Items containing electrical transformers, capacitors and ballasts
- Automotive products – such as gasoline, antifreeze, motor vehicle oil, used oil filters and lead acid batteries
- Liquid Waste – any waste determined to contain “free liquids” by Paint Filter Test
- Regulated Hazardous Waste
- Radioactive Materials
- Regulated Asbestos Containing Materials
- Household Hazardous Wastes which includes but is not limited to:
 - Oil Filters
 - Paint
 - Solvents
 - Anti-Freeze
 - Toilet Bowl Cleaner
 - Pool Chemicals
 - Drain Cleaners
 - Fertilizers
 - Degreasers
 - Cleaning Fluids
 - Rust Removers
 - Furniture Polish
 - Pesticides/Herbicides
 - Fluorescent bulbs
 - Charcoal lighter
 - Cooking oil
 - Syringes
- Any other material explicitly prohibited by the City

Prohibited Items at the Westside Citizen Collection Station

- Commercial waste/debris
- Construction and demolition waste/debris (includes household and commercial which includes but is not limited to:
 - Dirt
 - Rocks
 - Roofing materials
 - Siding
 - Lumber
 - Brick
 - Concrete
 - Carpeting

- Radioactive waste
- Industrial and/or agriculture waste
- Explosives/ammunition
- Business generated waste
- Commercial hazardous waste
- Any other material explicitly prohibited by the City