

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

DEPARTMENT: Environmental Services

AGENDA DATE: April 30, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Kurt Fenstermacher, Interim Director, 621-6892

DISTRICT(S) AFFECTED: All

SUBJECT:

THAT the Mayor be authorized to sign an Interlocal between the City of El Paso and the County of El Paso, Texas (the "County"), for the County to provide solid waste collection services at no cost to the City in those areas of City's extraterritorial jurisdiction that receive water from a County water system.

BACKGROUND / DISCUSSION:

The City currently provides solid waste collection services within the City limits and does not provide solid waste collection services within the City's extraterritorial jurisdiction (ETJ). The City and County agree that the County may provide and require solid waste collection and disposal services in certain areas of the County that is within the City's ETJ and that currently do not receive such services from the City. The County shall enter into contracts with private solid waste disposal providers for this work and shall bear all costs arising from this work.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

THAT the Mayor be authorized to sign an Interlocal between the City of El Paso and the County of El Paso, Texas (the "County"), for the County to provide solid waste collection services at no cost to the City in those areas of City's extraterritorial jurisdiction that receive water from a County water system.

PASSED AND APPROVED this _____ day of _____, 2013.

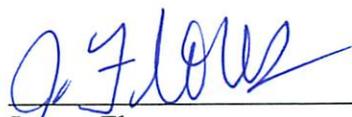
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

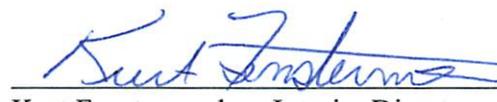
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Kurt Fenstermacher, Interim Director
Department of Environmental Services

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF EL PASO AND THE CITY OF EL PASO, TEXAS REGARDING COUNTY SOLID WASTE COLLECTION AND PICKUP

This Agreement is made and entered into this ____, day of May, 2013, by and between the County of El Paso (“COUNTY”), the City of El Paso (“CITY”), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code and certain provision of the Texas Health & Safety Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the COUNTY and CITY are local governments/political subdivisions as defined in Texas Government Code, Chapter 791 and have the authority to enter into this Agreement, and enter into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, COUNTY has constructed certain waterworks in areas of the COUNTY which also fall within CITY’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, COUNTY and CITY recognize the need for solid waste collection and disposal in areas of the COUNTY that include the CITY’s ETJ, particularly in those areas that receive COUNTY public water services; and

WHEREAS, solid waste collection and disposal will slow the spread of disease and vectors; and

WHEREAS, a mutual agreement for the collection of solid waste in COUNTY and CITY’s overlapping jurisdiction will clarify the County’s authority to collect solid waste in the CITY’s ETJ; and

WHEREAS, pursuant to Chapter 364 of the Texas Health and Safety Code and by and through this interlocal Agreement, COUNTY and CITY agree that COUNTY may provide and require solid waste collection and disposal services in certain areas of the COUNTY that is within the ETJ of CITY that currently do not receive such services from CITY; and

NOW THEREFORE, in consideration of the terms and conditions herein, the Parties mutually agree as follows:

1. PURPOSE

- 1.1 COUNTY and CITY desire to enter into a relationship, which delegates the authority to provide mandatory solid waste collection services in those areas of CITY's ETJ that receive water from a COUNTY water system. Maps of these areas are attached hereto as Exhibits A, B, & C.

2. COUNTY DUTIES

- 2.1 COUNTY shall, by rule and/or order, require solid waste collection service in those areas of CITY's ETJ that receive potable water from a COUNTY-owned water system.
- 2.2 COUNTY shall enter into appropriate business relationships and contracts with private solid waste disposal providers or provide solid waste disposal through County resources.
- 2.3 COUNTY shall bill for these services according to COUNTY's rules, regulations, and policies.

3. CITY DUTIES

- 3.1 CITY is not opposed to COUNTY requiring or providing solid waste collection in those areas of the CITY'S ETJ that receive potable water from a COUNTY-owned system, as further described in Exhibits A, B, & C.

4. TERM AND TERMINATION.

- 4.1 This Agreement shall be for a single term commencing on May 1, 2013 (regardless of the date executed) and terminating on September 30, 2018.
- 4.2 Either Party may terminate this Agreement during the term, or any renewal term, by giving the other party 60 days' written notice.

5. MISCELLANEOUS.

- 5.1 COUNTY shall bear all costs arising from this Agreement and shall not look to CITY to cover any cost related to this Agreement.
- 5.2 This Agreement is governed by the laws of the State of Texas. Both Parties agree to abide by all applicable law in the furtherance of this Agreement. In the event of any legal action arising out of this Agreement, venue and jurisdiction shall lie in the state or federal courts situated in El Paso County, Texas.
- 5.3 This Agreement may not be assigned by either Party in whole or in part unless specifically agreed to in writing.

5.4 In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement.

5.5 This writing constitutes the entire Agreement between the parties. This Agreement may not be amended, modified, or altered except in writing and as agreed to by both parties.

5.6 **NO WAIVER OF SOVEREIGN IMMUNITY.** Neither Party to this Agreement waives or limits its immunity from suit or liability as a governmental entity by entering into this Agreement. The Parties each expressly agree that each party is performing a governmental service by participating in this Agreement.

5.7 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations to it.

5.8 **INDEPENDENT CONTRACTORS.** CITY and COUNTY are independent legal entities. Nothing in this Agreement shall be construed to create 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 CITY nor COUNTY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

6. **NOTICE**

6.1 Notice Shall Be Mailed to the County: County Judge, El Paso County Courthouse, 500 E. San Antonio, Room 301, El Paso, Texas, 79901.

6.2 Notice to City: City Manager, PO Box 1890, El Paso, Texas 79950-1890.

7. **COUNTERPARTS**

7.1 The Parties agree that this Agreement may be executed in any number of counterparts and that each such counterpart shall be deemed an original for all purposes.

[SIGNATURES NEXT PAGE].

IN WITNESS WHEREOF, the parties execute this Agreement on the date noted.
APPROVED AS TO CONTENT:

THE COUNTY OF EL PASO

ATTEST:

Hon. Veronica Escobar
El Paso County Judge

Delia Briones
El Paso County Clerk

APPROVED AS TO FORM ONLY FOR COUNTY:

Kevin McCary
Assistant County Attorney

[SIGNATURES CONTINUE NEXT PAGE]

Passed and approved this ___ day of April, 2013.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



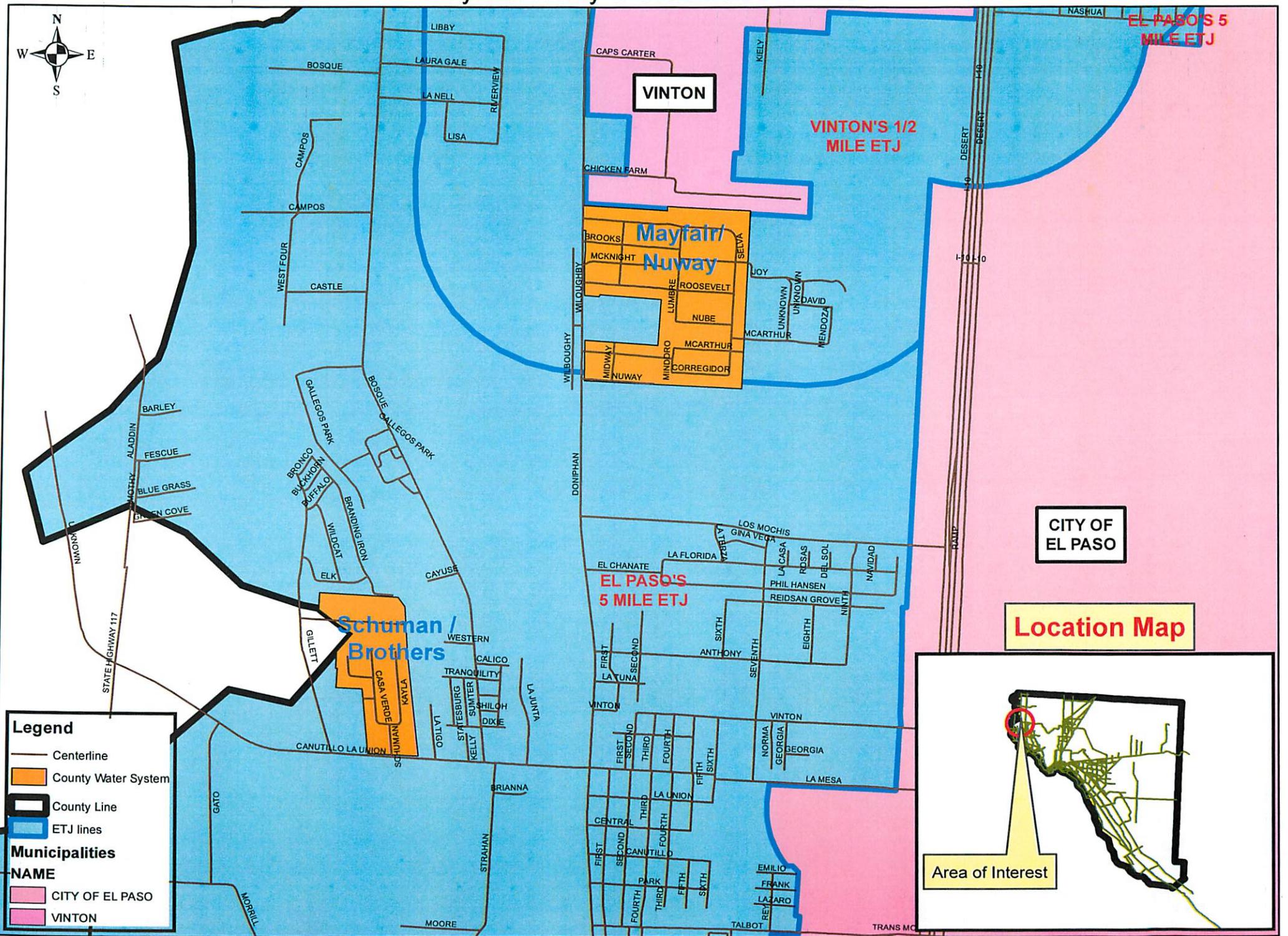
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Kurt Fenstermacher, Interim Director
Environmental Services Department

Mayfair/Nuway & Schuman/Brothers



Legend

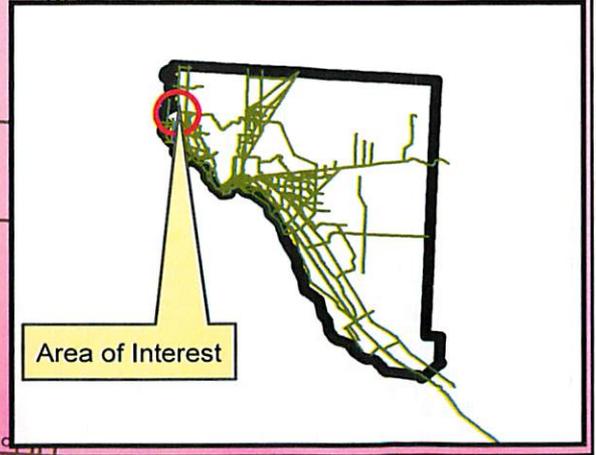
- Centerline
- County Water System
- County Line
- ETJ lines

Municipalities

NAME

- CITY OF EL PASO
- VINTON

Location Map



VINTON

VINTON'S 1/2 MILE ETJ

EL PASO'S 5 MILE ETJ

Mayfair/
Nuway

Schuman/
Brothers

EL PASO'S 5 MILE ETJ

CITY OF EL PASO

Area of Interest

East Montana Water System



FORT BLISS

EL PASO'S 5 MILE ETJ

Location Map

CITY OF EL PASO

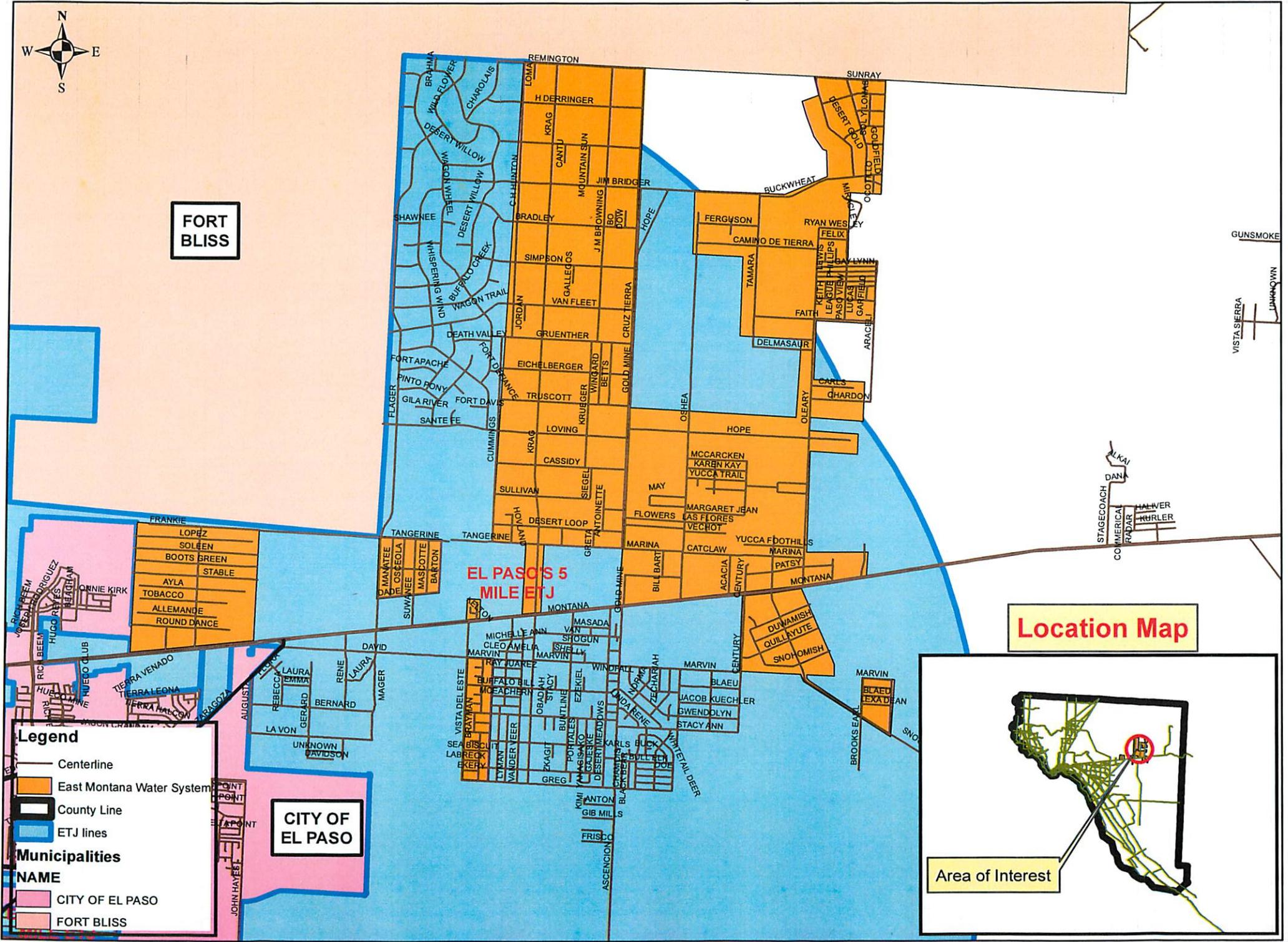
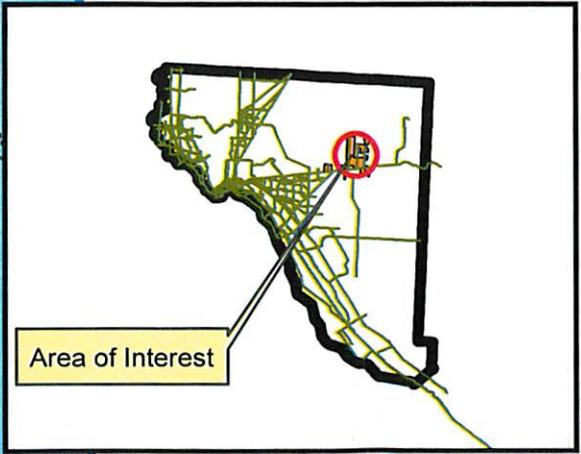
Legend

- Centerline
- East Montana Water System
- County Line
- ETJ lines

Municipalities

NAME

- CITY OF EL PASO
- FORT BLISS



Colonia Revolucion

