

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS
AND SLIDELL ISD FOR TRASH DISPOSAL

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

WHEREAS, this agreement is made and entered into by and between Wise County, Texas (COUNTY), through its Commissioners Court and the Slidell Independent School District (DISTRICT), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

WHEREAS, DISTRICT and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the DISTRICT currently has a need for trash disposal located within its boundaries within Wise County and the DISTRICT is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is for the COUNTY to provide trash disposal services for the district by providing a roll off dumpster for the DISTRICT's use, for the furtherance of public education within Wise County.

CONDITIONS FOR SERVICE

1. The District will establish the area, on school property, for the roll off dumpster. The area should allow for easy access by the COUNTY trucks to pick up and deliver the roll off dumpster.
2. In that selected area, the DISTRICT shall construct a perimeter fence with gate and provide a key for the COUNTY to enter to retrieve and deliver the equipment.
3. SCHOOL TRASH ONLY. NO PRIVATE TRASH SHOULD BE DISGARDED IN THE PROVIDED PUBLIC FUNDED DUMPSTER.
4. THE ROLL-OFF DUMPSTER WILL REMAIN COUNTY PROPERTY.
5. Nothing herein shall alter or change the legal responsibility under existing law for maintenance and repairs for the selected area from a party, nor will this agreement cause Wise County to incur additional liability other than the liability is would have without this agreement.

CONSIDERATION

The District shall pay the County \$5,000 for the trash services per County fiscal year, beginning October 1st and ending September 30th of said years that this agreement is in full force and effect. Notwithstanding the foregoing, it is understood that each party paying for the performance of the mutual governmental functions, services, goods and materials must make those payments from the current fiscal year revenues available to the paying party.

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

TERM AND RENEWAL

The effective date of this agreement shall be from October 1, 2018, or the date that both parties have signed within the 2018-2019 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2019. This agreement shall automatically renew yearly at midnight on October 1st. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the DISTRICT and the COUNTY, as evidenced by a written termination agreement.

For Nonappropriation of funds: As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

By Either party: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

GENERAL PROVISIONS

Severability Clause: The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Counterparts: This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Notices:

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge
P.O. Box 393
Decatur, Texas 76234

To DISTRICT: Any notice permitted or required to be given to the DISTRICT hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Taylor Williams
PO Box 69 Address
Slidell, Texas 76267

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

Authority to Contract: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Governing Law/Venue: This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

Limitation of Liability: By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended. The District agrees to accept full responsibility for the acts, negligence and/or omissions of all District employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the District. The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

Amendment: If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 24 day of February, 2019

WISE COUNTY

BY: [Signature]

Wise County Judge

Date: 1/26/19

SLIDELL ISD

BY: [Signature]

Title: President Slidell ISD Board

Date: 2-24-2019