**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND COLLIN COUNTY, TEXAS FOR PLACEMENT OF ROLL OFF RECYCLING CONTAINER**

**THIS AGREEMENT** is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district which is a governmental agency and a body politic and corporate located in Collin County, Texas (hereinafter referred to as **"NTMWD"**), and **COLLIN COUNTY**, Texas (hereinafter *referred* to as **"COUNTY"**).

**WHEREAS**, the Interlocal Cooperation Act, codified as Chapter 791, Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS, NTMWD** and **COUNTY** are engaged in the governmental function of providing essential services within their respective jurisdictions of operation; and

**WHEREAS, NTMWD** and **COUNTY** mutually agree and desire to divert waste materials that can be recycled for reuse; and

**WHEREAS, NTMWD** and **COUNTY** mutually agree to be subject to the provisions of V.T.C.A. *Government Code §791.001, et seq.,* the Interlocal Cooperation Act, and other applicable sections, statutes, and contract pursuant thereto; and

**WHEREAS, COUNTY** also desires to contract with **NTMWD** to locate **COUNTY** equipment in the guise of a 27.5 cubic yard, roll off recycle bin container; and

**WHEREAS, COUNTY** is required to report diversion tonnages to the North Central Texas Council of Governments pursuant to a Grant Recipient Agreement filed with the Texas Commission on Environmental Quality of those recyclable items, otherwise destined to area landfills, now diverted to a recycling facility and pursuant to this Agreement, tonnages collected at the **NTMWD** location.

**NOW, THEREFORE, NTMWD** and **COUNTY**, for the mutual consideration hereinafter stated, agree as follows:

## I.
## EFFECTIVE DATE

The effective date of this Agreement shall begin upon execution by both parties to this agreement.

## II.
## TERM

The initial term of this Agreement shall be from date of execution by both parties through September 30, 2010. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for five (5) consecutive twelve (12) month terms commencing on October 1 of each year, unless terminated earlier by either **NTMWD** or **COUNTY** as set forth below.

## III.
## DUTIES OF PARTIES

1. **NTMWD** will provide a secure area for placement of, and casually monitor the capacity of said recycling container. Upon observation of conditions requiring the disposal of recyclable contents, **NTMWD** will alert the **COUNTY** that container needs to be serviced.

2. **COUNTY** will notify the service provider/contractor requesting that recycling container be transported to recycling facility and returned to **NTMWD** 121 Regional Disposal Facility located at 3820 Sam Rayburn Highway, Melissa, Texas 75454. **NTMWD** will provide public access to recycle container during normal business hours. Collin County's proceeds are utilized to assist funding normal operational costs. Collin County's proceeds are dependant upon quantity and quality of acceptable materials collected with unacceptable or contaminated materials adversely affecting revenues. **NTMWD** may extend hours of operation when deemed appropriate or by special request of its citizens.

3. **NTMWD** or designee is authorized to sign receipts from driver for each container picked up and delivered. All receipts for tonnage should be made available to each party in this agreement. Load size will be calculated by weight for specific category of recyclable materials.

4. **NTMWD** understands the contractor reserves the right to dispose of contaminated loads. Contamination occurs when items, other than recyclable materials are included in the container. If contractor determines that a particular load is contaminated beyond salvage, contractor will remove container, dispose of items and notify the **COUNTY**, thereby initiating notification to the **NTMWD** City designee of the contaminated load. The sustainability of this program is dependent on encouraging participants to deposit recyclable items rather than household trash and debris.

## IV.
## PAYMENT TERMS/FISCAL FUNDING

**COUNTY** agrees to provide the recycle container for use of the citizens of **NTMWD**, without prohibition to residents living outside **NTMWD** jurisdictions, but within Collin County and furthermore agrees to assure **NTMWD** is provided documentation of the operational cost to process and transport the container to and from the recycling facility upon request.

**COUNTY** also agrees to provide the 27.5 cubic yard container free of charge to **NTMWD** for twelve (12) months. Following this initial term, the recycle container will continue to be furnished at no cost to NTMWD. However, **COUNTY** will thereafter assume the disposal fee (currently $140 per round trip). **NTMWD** will assume responsibility of casual monitoring of said container for contamination from non-recyclable items and agreeing to alert the **COUNTY** as to timeliness for container servicing/disposal. The contact number for the **COUNTY** representative is 972-548-3701.

All fees and costs incurred by either party as a result of its obligations hereunder shall be paid from current revenues legally available to each party respectively. **COUNTY** and **NTMWD** recognize that the continuation of any contract after the close of any given fiscal year of either Collin County or the City of NTMWD, whose fiscal years end on September 30th of each year, shall be subject to approval from the respective Collin County Commissioners' Court or NTMWD, Board of Directors. In the event that either the Collin County Commissioners' Court or the NTMWD, Board of Directors does not approve the appropriation of funds for this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## V.
## TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party, giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, all fees and costs, which may be due and owing will be processed within thirty (30) days of the effective date of termination of this Agreement.

## VI.
## NOTICE

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

| CITY | COUNTY |
|---|---|
| James Parks<br>Executive Director<br>P.O. Box 2408<br>Wylie, Texas 75098<br>(972) 442-5405 | Frank Ybarbo<br>Purchasing Agent Collin County<br>2300 Bloomdale Road<br>Suite 3160<br>McKinney, Texas 75071<br>(972)548-4165<br>(972)548-4694 FAX |

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

## VII.
## HOLD HARMLESS

As applicable by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. **NTMWD** shall be responsible for its sole negligence. **COUNTY** shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## VIII.
## ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between **NTMWD** and **COUNTY** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

## IX.
## VENUE

The laws of the State of Texas hereto, shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

## X.
## SEVERABILITY

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of *this* Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the

remaining portions of this Agreement. However, upon the occurrence of such event, *either* party may terminate *this* Agreement by giving the other party thirty (30) days written *notice* of its intent to terminate.

## XI.
## AUTHORITY TO SIGN

The undersigned office and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

## XII.
## ASSIGNMENT AND SUBLETTING

The parties each bind themselves, their respective successors and assigns to this Agreement. The parties further agree that this Agreement will not be assigned or sublet without the prior written consent of both parties, and that the subletting of any right, obligation or duty arising under this Agreement shall not relieve either party from its full obligations as provided by this Agreement.

## XIII.
## INTERPRETATION OF AGREEMENT

This is a negotiated Agreement. Should any part of this Agreement be in dispute, the parties agree that the document shall not be construed more favorably for either party.

## XIV.
## WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of both parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**EXECUTED** in duplicate originals this 28th day of September 2009.

**North Texas Municipal Water District**

**By:** James M Parks

**James Parks**
**Executive Director**
**P.O. Box 2408**
**Wylie, Texas 75098**

**Collin County, Texas**

**By:** Keith Self

**Keith Self**
**County Judge**
**2300 Bloomdale Road**
**McKinney, Texas 75071**

## ACKNOWLEDGMENTS

**STATE OF TEXAS )**
**)**
**COLLIN COUNTY )**

This instrument was acknowledged before me on the 28th day of September, 2009 by **KEITH SELF, COUNTY JUDGE OF COLLIN COUNTY, TEXAS**, on behalf of such corporation.

GEORGIA S. SHEPHERD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/25/2012

Georgia S Shepherd
**NOTARY PUBLIC STATE OF TEXAS**

**STATE OF TEXAS )**
**)**
**COLLIN COUNTY )**

This instrument was acknowledged before me on the 23rd day of July, 2009 by **James Parks, Executive Director, North Texas Municipal Water District**, on behalf of such DISTRICT.

Douglas C Lovern
**NOTARY PUBLIC STATE OF TEXAS**

DOUGLAS C. LOVERN
Notary Public, State of Texas
My Commission Expires
August 08, 2010