

COURT ORDER NO. 2005- 782 -10-14

THE STATE OF TEXAS

AGREEMENTS  
INTERLOCAL AGREEMENT  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
MONTHLY CLEAN UP PROGRAM  
PUBLIC WORKS

COUNTY OF COLLIN

On **October 14, 2005**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Ron Harris**  
**Phyllis Cole**  
**Jerry Hoagland**  
**Joe Jaynes**  
**Jack Hatchell**

**County Judge, Presiding**  
**Commissioner, Precinct 1**  
**Commissioner, Precinct 2**  
**Commissioner, Precinct 3**  
**Commissioner, Precinct 4**

During such session the court considered approval of an Interlocal Agreement with North Texas Municipal Water District for participation in the Collin County Monthly Clean-Up Program.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal Agreement with North Texas Municipal Water District for participation in the Collin County Monthly Clean-Up Program. Agreement to automatically renew annually for a one (1) year period unless terminated by either party. Same is hereby approved as per the attached documentation.

  
\_\_\_\_\_  
Ron Harris, County Judge

  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4

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ATTEST:

\_\_\_\_\_  
**Brenda Taylor, Ex-Officio Clerk**  
**Commissioners' Court**  
**Collin County, T E X A S**

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
COLLIN COUNTY, TEXAS  
AND  
THE NORTH TEXAS MUNICIPAL WATER DISTRICT  
FOR  
PARTICIPATION IN THE  
COUNTY MONTHLY CLEAN-UP PROGRAM**

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

**WHEREAS**, County and NTMWD are both engaged in the provisions of governmental service, namely solid waste collection and disposal, for the benefit of the citizens of County; and

**WHEREAS**, NTMWD provides solid waste disposal services for its member cities, including Plano, Richardson, Frisco, Allen, and McKinney, and County currently operates a monthly clean-up program; and

**WHEREAS**, County wishes to expand its current monthly clean-up program and relocate the program to the NTMWD 121 Regional Disposal Facility, and

**WHEREAS**, the expansion of the County Clean-up Program is beneficial to NTMWD and the County and contributes significantly to the diversion goals of the State of Texas; and

**WHEREAS**, County and NTMWD mutually desire to be subject to the provisions of Chapter 791, et seq. of the Texas Government Code, the Interlocal Cooperation Act, and other applicable sections, statutes, and contracts pursuant thereto; and

**WHEREAS**, NTMWD has current funds available to satisfy any fees owed pursuant to this Agreement.

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

**I.  
EFFECTIVE DATE**

The effective date of this Agreement shall be October 1, 2005.

**II.  
TERM**

The term of this Agreement shall be for the period beginning October 1, 2005 and ending September 30, 2006. Thereafter, and upon mutual agreement of the parties hereto, this Agreement may be renewed for successive one (1) year terms commencing on October 1 of each year, unless terminated by either Collin County or NTMWD as set forth below.

**III.  
PAYMENT/TERMS/FISCAL FUNDING**

Fees for the clean-up program will be determined by the NTMWD as a result of the preparation of the annual solid waste system budget. The County will be notified of the rate effective on October 1 of each year.

All fees will be billed to the County on a monthly basis.

**IV.  
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving sixty (60) days advance written notice to the other party.

**V.  
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:

**COUNTY**  
Judge Ron Harris  
County Judge  
Collin County Courthouse  
210 South McDonald Street  
McKinney, Texas 75069  
Telephone: (972) 424-1460  
Facsimile: (972) 548-4699

**NTMWD**  
Mr. James M. Parks  
Executive Director  
North Texas Municipal Water District  
P.O. Box 2408  
Wylie, Texas 75098  
Telephone: (972) 442-5405  
Facsimile: (972) 442-5405

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

**VI.  
HOLD HARMLESS**

Each party does hereby agree to waive all claims against release, and hold harmless the other party and its respective officials, officers, agents, 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. County shall be responsible for its sole negligence. NTMWD 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.

**VII.  
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between County and NTMWD 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.

**VIII.  
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.

**IX.  
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.

**X.**

**AUTHORITY TO SIGN/AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. NTMWD has executed this Agreement pursuant to duly authorized action of its Board of Directors on September 29, 2005. County has executed this Agreement pursuant to duly authorized County Resolution No. 2005-782-10-14 dated October 14, 2005.

**XI  
APPLICABLE LAW**

The parties shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the parties or the services hereunder, and save harmless each other and their respective officials, officers, agents, employees and invitees, in both their public and private capacities, against any claim arising from the violation of any such laws, ordinances and regulations by them or their respective employees, agents, representatives, or assigns.

EXECUTED in duplicate originals this 14th day of October, 2005.

APPROVED AS TO FORM:

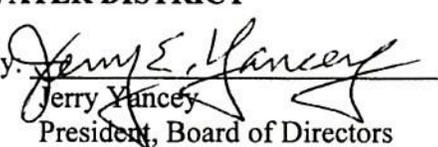
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**COLLIN COUNTY, TEXAS**

By: 

Ron Ham's  
County Judge  
2005-782-10-14

**NORTH TEXAS MUNICIPAL  
WATER DISTRICT**

By: 

Jerry Yancey  
President, Board of Directors

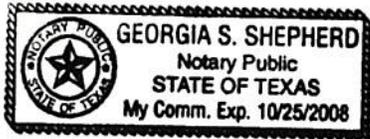
**ACKNOWLEDGEMENTS**

STATE OF TEXAS

**COLLIN COUNTY, TEXAS**

COUNTY OF COLLIN

This instrument was acknowledged before me on the 21<sup>st</sup> day of October, 2005.



Georgia S. Shepherd  
Notary Public, State of Texas

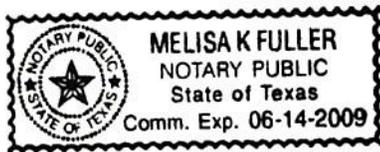
**ACKNOWLEDGEMENTS**

STATE OF TEXAS

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

COUNTY OF COLLIN

This instrument was acknowledged before me on the 29<sup>th</sup> day of September, 2005.



Melisa K Fuller  
Notary Public, State of Texas