

**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.

COLLIN COUNTY, TEXAS

By: 

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

APPROVED AS TO FORM:

**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

By: 

Jerry Yancey
President, Board of Directors

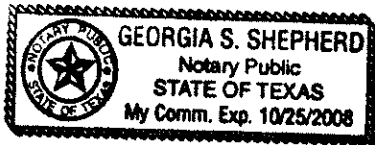
ACKNOWLEDGEMENTS

STATE OF TEXAS

COLLIN COUNTY, TEXAS

COUNTY OF COLLIN

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



Georgia S. Shepherd
Notary Public, State of Texas

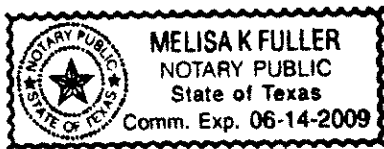
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Melisa K Fuller
Notary Public, State of Texas

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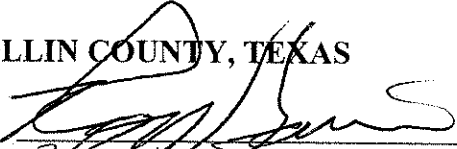
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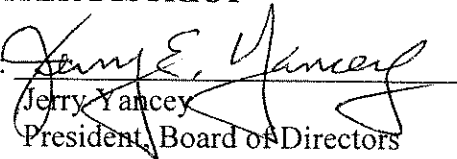
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APPLICABLE LAW**

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

COLLIN COUNTY, TEXAS
By: 
Ron Harris
County Judge
2005-782-10-14

APPROVED AS TO FORM:

**NORTH TEXAS MUNICIPAL
WATER DISTRICT**
By: 
Jerry Yancey
President, Board of Directors

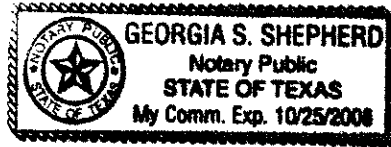
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COLLIN COUNTY, TEXAS

COUNTY OF COLLIN

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Georgia S. Shepherd
Notary Public, State of Texas

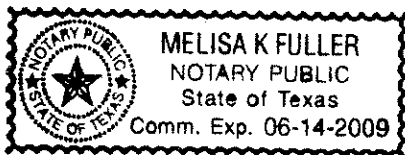
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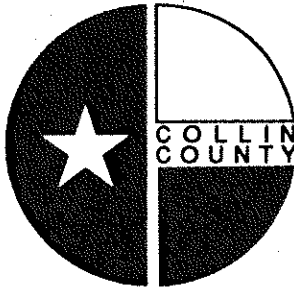
NORTH TEXAS MUNICIPAL WATER DISTRICT

COUNTY OF COLLIN

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



Melissa K. Fuller
Notary Public, State of Texas



Office of the County Purchasing Agent

October 27, 2005

Mr. Jerry Yancey, President, Board of Directors
NORTH TEXAS MUNICIPAL WATER DISTRICT
P.O. Box 2408
Wylie, Texas 75098

Re: Interlocal Agreement
Participation in the County Monthly Clean-up Program

Dear Mr. Yancey:

Enclosed, please find one (1) fully executed copy of the referenced Amendment approved by the Collin County Commissioners' Court, Court Order No. 2005-782-10-14, for your use.

Should you have any questions, please feel free to contact me at (972) 548-4124.

Sincerely,

A handwritten signature in black ink that reads 'Darci Hooten'. The signature is written in a cursive, flowing style.

Darci Hooten, CPPB
Contract Administrator

Encl.

c: Jon Kleinheksel, Director of Public Works
Contract file