

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

COUNTY OF HOPKINS

§

§

THIS INTERLOCAL CONTRACT is made and entered into on this 5th day of November, 2019, by and between the CITY OF SULPHUR SPRINGS, TEXAS, acting by and through its Mayor his designee (hereinafter referred to as "SULPHUR SPRINGS"), the HOPKINS COUNTY, acting by and through its County Judge or his designee (hereinafter referred to as HOPKINS COUNTY").

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperation contracts between and among governmental entities; and

WHEREAS, this Interlocal Contract is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, SULPHUR SPRINGS and HOPKINS COUNTY have agreed to participate in the removal and reuse of scrap tires by the process known as mechanical concrete; and

NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual agreements contained herein, SULPHUR SPRINGS and HOPKINS COUNTY do hereby agree as follows:

I.
AGREEMENT

1.1 SULPHUR SPRINGS and HOPKINS COUNTY will cooperate to collect scrap tires, remove the sidewalls and store the resulting tire cylinders for use in constructing mechanical concrete on a future Pipeline Road project, but also for more minor projects in the County and the City as the need may arise.

1.2 HOPKINS COUNTY will utilize County employees or trustees to collect scrap automobile and light truck tires only at regular intervals. The parties contemplate that tires shall be collected approximately twice a month but agree and acknowledge that such schedule may be adjusted as warranted. At the time that it collects scrap tires, HOPKINS COUNTY shall collect from each Scrap Tire Generator a disposal fee of \$1.00 per tire. All funds received for the disposal of scrap tires shall be maintained in a separate account to be utilized for the following purposes:

- a. Payment of jailers to supervise trustees.
- b. Payment of licensing fees for mechanical concrete.
- c. Payment for the disposal of the sidewalls.

1.3 HOPKINS COUNTY shall remove scrap tire sidewalls at its location on Houston Street in Sulphur Springs and will transport the resulting cylinders for storage to SULPHUR SPRINGS' City Hilltop site located near the City Wastewater Treatment Plant. As scrap tire sidewalls are removed, SULPHUR SPRINGS will provide roll-off trash containers for the tire sidewall disposal.

1.4 SULPHUR SPRINGS shall provide on-site storage for tire cylinders at its Hilltop location.

1.5 SULPHUR SPRINGS and HOPKINS COUNTY shall share equally the cost of purchasing the tire ring removal device, which will be jointly owned by both parties. The parties acknowledge that the estimate of the cost of said device is approximately \$4,500.00.

II. **TERM**

This Contract shall be in full force and effect for one (1) year from the date first written above and shall thereafter be automatically renewed from year to year unless terminated earlier in accordance with the Contract.

III. **TERMINATION**

This Contract is binding upon the parties and may not be terminated without the express written consent of each party hereto.

IV. **IMMUNITY**

It is expressly understood and agreed that in the execution of this Contract, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of government powers and functions.

V. **SUCCESSORS AND ASSIGNS**

Each party hereto does each hereby bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. No party may assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other parties. No assignment, delegation of duties, or subcontract under this Contract will be effective without the express written consent of all parties hereto.

VI.

VENUE

The parties to this Contract agree that this Contract will be enforceable in Sulphur Springs, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Hopkins County, Texas.

**VII.
REMEDIES**

No right or remedy granted herein or reserved to the parties, is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy give hereunder. No covenant or condition of this Contract may be waived without the express written consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**VIII.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**IX.
APPLICABLE LAW**

This Contract is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal law. Situs of this Contract is agreed to be Hopkins County, Texas for all purposes including performance and execution.

**X.
ENTIRE AGREEMENT**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written, prior and contemporary agreement between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XI.
NON-WAIVER**

It is further agreed that one or more instances of forbearance by any part in the exercise of its rights herein shall in no way constitute a waiver thereof.

XII.
AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this Contract on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

EXECUTED on this the 5th day of November, 2019.

CITY OF SULPHUR SPRINGS, TEXAS

By: Norman R. Sanders
Norman A. Sanders, Mayor

ATTEST:

Gale Roberts
Gale Roberts, City Secretary

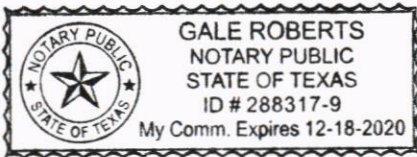
ACKNOWLEDGMENT

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This instrument was acknowledged before me on November 5, 2019, by ~~Marc Maxwell~~, City Manager for the City of Sulphur Springs, Texas, on behalf of said City.

NORMAN R. SANDERS

Gale Roberts
Notary Public, State of Texas



HOPKINS COUNTY, TEXAS

By: Robert Newsom
Hon. Robert Newsom, County Judge

ATTEST:

Nancy Smith



ACKNOWLEDGMENT

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This instrument was acknowledged before me on October 14, 2019, by
Hon. Robert Newsom, County Judge for the Hopkins County, Texas.

Donna L. Goins
Notary Public, State of Texas

