



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: August 22, 2022

AGENDA ITEM: Consider Approval of Interlocal Agreement between the City of Hudson Oaks, Texas and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- As you are aware, the District was required to build an on-site wastewater treatment plant (WWTP) for Annetta Elementary School as a sanitary sewer system was not available for connection.
- There are many specialized requirements for the ongoing management and operation of a WWTP that are beyond the expertise of Aledo ISD staff.
- I recently contacted Mr. Sterling Naron, City Administrator for the City of Hudson Oaks, to determine if the City of Hudson Oaks would assist the District in the operation and management of the District's WWTP at Annetta Elementary School.
- For your review and consideration, the following Interlocal Agreement is the result of these discussions and outlines the operational terms and general conditions by which the City of Hudson Oaks will assist the District with the operation and management of the Annetta Elementary School WWTP.
- This Interlocal Agreement has been reviewed and approved by the District's attorney at Brackett & Ellis.

FISCAL INFORMATION:

The labor cost of \$72,000.00 will be included in the 2022-2023 General Fund budget.

ATTACHMENTS:

Interlocal Agreement for Operation of Wastewater Treatment Plant

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Interlocal Agreement for Operation of Wastewater Treatment Plant between the City of Hudson Oaks, Texas and Aledo Independent School District as presented.

INTERLOCAL AGREEMENT FOR OPERATION OF WASTEWATER TREATMENT PLANT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This Agreement is made and entered into on this 22nd day of August, 2022, by and between the City of Hudson Oaks, Texas, (“Hudson Oaks”), and the Aledo Independent School District (“AISD”).

WHEREAS, AISD and Hudson Oaks authorized to enter into Agreements with each other relative to governmental functions and services by the Interlocal Cooperation Act, Texas Government Code, Chapter 791; and

WHEREAS, AISD has constructed Elementary School #6, known as Annetta Elementary School, located generally at the northeast corner of FM 5 and Leaners Lane within AISD boundaries (the “School”); and

WHEREAS, the School is not connected to a sanitary sewer system, but rather was constructed with its own on-site wastewater treatment plant (the “Plant”); and

WHEREAS, the School has been operating since construction by pumping and removing its wastewater, however, AISD desires to have the Plant operational; and

WHEREAS, Hudson Oaks operates its own wastewater utility system and has also assisted the Town of Annetta with the operation of its water and wastewater utility systems; and

WHEREAS, AISD has requested Hudson Oaks to assist AISD in the operation and management of AISD’s Plant at the School.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM AND TERMINATION

This Agreement shall be for an initial term of five (5) years beginning on September 1, 2022. This Agreement shall be automatically renewed for one (1) year terms thereafter unless either party gives written notice of its desire not to renew not less than sixty (60) days prior to the end of any one-year term. In addition, this Agreement may be terminated by either party at any time upon six (6) months written notice of its desire to terminate.

2.
GENERAL CONDITIONS

1. Hudson Oaks agrees to assist AISD with the operation and maintenance of the Plant at the School as outlined herein. The Agreement shall not cover any services to any other AISD campus, facility, or site.
2. AISD is responsible for all initial permitting of the Plant. Hudson Oaks shall manage all reporting requirements for the Plant, with the cost of any third-party reporting consultants or expenses billed as incurred to AISD.
3. The parties agree and stipulate that the Plant shall not handle more than 5,000 gallons of wastewater per day. In the event that daily wastewater production at the Plant requires oversight at the state level the parties agree to consult about possible amendments to this Agreement to accommodate the change in circumstances but if the parties are unable to agree on such amendments, this Agreement shall be automatically terminated on 30 days' notice from either party.
4. Hudson Oaks' staff shall provide the materials and equipment necessary to operate and maintain AISD's Plant at the School. Hudson Oaks shall bill AISD for the actual cost of all materials and equipment utilized for AISD's Plant at the School as incurred.
5. Hudson Oaks shall provide the licensed operators and labor necessary to operate and maintain AISD's Plant at the School. Hudson Oaks is responsible for 100% of all employee costs (base salary and benefits) necessary to operate the Plant at the School. AISD agrees to pay Hudson Oaks \$6,000 per month for such labor costs. On October 1 of each year after the initial year under the Agreement, the monthly fee shall be automatically increased by the annual cost of living adjustment (COLA) determined by the Social Security Administration; provided, however, that the annual cost adjustment shall be at least a minimum of 3%, but no more than 6%, unless otherwise mutually agreed upon in writing by the parties.
6. Payment and interest on unpaid sums shall be in accordance with Subchapter B, Chapter 2251, of the Texas Government Code.
7. Hudson Oaks shall not be required to assign or dedicate any specific individual employee(s) to perform services under this Agreement.
8. It is expressly understood and agreed that by entering into this Agreement the parties do not intend to nor contemplate that they shall be partners or joint venturers otherwise jointly responsible for the other's acts or liability. Neither party intends to, nor does it waive any immunity or defense that may be available to it against any claim whatsoever.

3.
NOTICES

Any notices or other communication required or allowed to be given by one party to the other pursuant to this Agreement shall be sent either by personal delivery or by United States Postal Service, proper postage affixed to the addresses shown below.

To: Aledo Independent School District
Attn: Superintendent
1008 Bailey Ranch Road
Aledo, Texas 76008

To: City of Hudson Oaks
Attn: City Administrator
150 North Oakridge Drive
Hudson Oaks, Texas 76087

4.
GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. This Agreement is entered into and is to be performed, wholly or in part, in the State of Texas and in Parker County, Texas. In any action brought under the Agreement, venue shall be in Parker County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

5.
MISCELLANEOUS PROVISIONS

By execution of this Agreement, each party represents to the other that:

- a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
- b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
- c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

6.
IMMUNITY

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this date, the 22nd day of August, 2022.

CITY OF HUDSON OAKS

**ALEDO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Its: _____

By: _____
Its: **President, Board of Trustees**

Attest:

Attest:

City Secretary

AISD Board Secretary

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