

INTERLOCAL AGREEMENT BETWEEN WOOD COUNTY AND MINEOLA
INDEPENDENT SCHOOL DISTRICT FOR CONSTRUCTION OF A ROAD

STATE OF TEXAS §
COUNTY OF WOOD §

WITNESSETH

This Agreement is entered into this 15th day of June, 2015 by and between Wood County, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as The County), and Mineola Independent School District with the authorization of the Board of Trustees of the Mineola Independent School District (hereinafter referred to as The School District). The entities enter into this Interlocal Agreement by authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, The School District and The County have determined that they have one set of tax payers and it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having The County repair and upgrade roads on Mineola ISD property needed by Mineola ISD in connection with daily transport of students by bus and car;

WHEREAS, The School District and The County have determined that The School District will reimburse The County for machinery use and materials;

WHEREAS, in consideration of the mutual covenants and agreements contained herein as well as other good and valuable consideration stated herein below Wood County and Mineola ISD agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties where by Wood County is to provide services limited to the undertaking herein described for The School District.

TERMS, RIGHTS AND DUTIES

I. WOOD COUNTY

WOOD COUNTY'S duty will be to provide services including road work and repairs to existing oil-sand roads and other asphalt roads as determined feasible used by school district patrons and school buses on The School District property.

II. MINEOLA INDEPENDENT SCHOOL DISTRICT'S DUTIES

MINEOLA INDEPENDENT SCHOOL DISTRICT will assume the responsibility of reimbursing The County for machinery use and all materials used in the project.

III. TERM

This agreement is based on a previously approved agreement made in August of 2013 and shall be effective as of the date of its execution by all parties and shall remain in effect until such time as either entity notifies the other entity that the agreement is null and void.

IV. INDEMNIFICATION

MINEOLA ISD AGREES to the extent permitted by law, to indemnify and hold harmless Wood County for any claims, lawsuits, or damages alleging personal injuries at the building site to the extent that the alleged injuries arise out of MISD's own negligence.

V. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties of this agreement shall be performable in Wood County, Texas and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VI. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting subsequent modifications in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of Wood County has the authority to modify or amend this contract pursuant to specific authority to do so granted by the Commissioner's Court. Dr. John Fuller, Mineola ISD Superintendent, has the authority to modify or amend this contract if necessary pursuant to specific authority to do so granted by the MISD Board of Trustees.

VII. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by MISD without prior written consent of Wood County and through an order of its Commissioner's Court.

VIII. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

IX. NOTICES

Any notice to be given hereunder by any party to the others shall be

in writing and may be affected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

Mineola ISD
Superintendent
1000 West Loop 564
Mineola, Texas 75773

Wood County
Jerry Gaskill
Precinct 2 Commissioner
P.O. Box 938
Quitman, Texas 75783-0938

IN WITNESS WHEREOF, Wood County and Mineola Independent School District have caused this agreement to be effective as of August 5th, 2013 and renewed on June 15, 2015.

MINEOLA INDEPENDENT SCHOOL DISTRICT

By _____
Dr. H. John Fuller, Superintendent

By _____
Regan Brandon, President
Mineola ISD Board of Trustees

ATTEST: _____
Dr. Kyle Gully, Secretary
Mineola ISD Board of Trustees

APPROVED BY WOOD COUNTY in a meeting on the ____ day of _____, 2015, and executed by Jerry Gaskill, as the authorized representative of Wood County.

WOOD COUNTY

By _____
Jerry Gaskill, Precinct 2 Commissioner

ATTEST: _____
County Clerk