



Proposed Agenda Item
Board of Trustees Meeting

Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: June 20, 2017

Date of this Proposal: June 2, 2017

SUBJECT:

Interlocal agreement between Wharton County Junior College and the Wharton Independent School District.

RECOMMENDATION:

Approval of the attached interlocal agreement between WCJC and WISD adopting a motion to approve the donation of the following used weight/strengthening equipment:

- 1-Weider 8630 Training System and;
- 2-Pro Maximum Squat Racks.

BACKGROUND/RATIONALE:

WCJC has purchased new strength and weight equipment for the Fitness Center and would like to donate the used weight equipment to WISD in its "as is" condition.

Estimated Cost and Budgetary Support (how will this be paid for?): N/A

RESOURCE PERSON(S) [name(s) and title(s)]:

Bryce D. Kocian, Vice President of Administrative Services

SIGNATURES:

B. D. Kocian
Originator

6/6/17
Date

B. D. Kocian
Cabinet-Level Supervisor

6/6/17
Date

PRESIDENT'S APPROVAL:

Scott J. McLeod
reg 113
6-21-95

6-7-17

The State Of Texas

County Of Wharton

**INTERLOCAL AGREEMENT BETWEEN WHARTON COUNTY JUNIOR COLLEGE
AND THE WHARTON INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT, made and entered into by and between Wharton County Junior College("WCJC"), acting by and through its governing body, the Board of Trustees, and the Wharton Independent School District ("DISTRICT"), acting by and through its governing body, the Board Of Trustees.

RECITALS

WHEREAS, WCJC has purchased new strength and weight equipment to furnish the Fitness Center, and would like to donate the old equipment to Wharton Independent School District.

WHEREAS, on _____, the Board of Trustees of WCJC adopted a Motion to approve the donation of the old weight equipment to the Wharton ISD Athletic Department; and

WHEREAS, the District's Athletic Department has expressed an interest in receiving the equipment for the use and benefit of the students of the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WCJC and the District agree as follows:

I.

- 1.01 WCJC shall donate the used weight equipment identified in Exhibit "A" attached hereto and made a part of hereof for all purposes, in its "as is" condition, with all existing faults and with no implied warranty of merchantability and no implied warranty of fitness for a particular purpose.

- 1.02** The District shall be responsible to pick up the weight equipment from its current location and shall deliver the equipment to the District site.
- 1.03** The District shall accept the weight equipment described in Exhibit "A", attached hereto and made a part of hereof for all purposes, as is, in its current condition.
- 1.04** To the extent permitted by law, the District agrees to hold harmless and release WCJC, their agents, officers, directors, employees, assigns and successors, from any and all loss, damage, suits, judgements, attorney's fees, causes of action of any nature or kind, for loss or damage to property or for injury or death to persons, arising out of, caused by, or occurring in any manner from the use of the donated equipment.

II.

This interlocal agreement constitutes the entire agreement between WCJC and the District. Any oral representations or modifications concerning this agreement shall be of no force or effect except a subsequent modification in writing signed by WCJC and the District.

III.

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a party to this Agreement and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of WCJC.

IV.

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. This Agreement is fully performable and enforceable in Wharton County, Texas, wherein venue hereunder shall lie.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Wharton County Junior College by a duly authorized representative of Wharton County Junior College and on behalf of the Wharton Independent School District, by a duly authorized representative of the Wharton Independent School District.

WHARTON COUNTY JUNIOR COLLEGE

BY: _____

PRINT NAME: _____

DATE SIGNED: _____

WHARTON INDEPENDENT SCHOOL DISTRICT

BY: Chad Butler

PRINT NAME: CHAD BUTLER

DATE SIGNED: 06/06/17

Exhibit A:

-Weider 8630 Training System

-2 Pro Maximum Squat Racks