

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN COPPELL I.S.D. AND THE CITY OF IRVING
RELATING TO WASTEWATER SERVICE**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS AGREEMENT entered into this ___ day of _____, 2013, by and between Coppel Independent School District, hereinafter referred to as “Coppel I.S.D.,” and the City of Irving, hereinafter referred to as “Irving,” each being a “local government” as defined by the Interlocal Cooperation Act and each acting herein through their duly authorized officials;

WITNESSETH:

WHEREAS, the parties wish to establish wastewater service to a certain property along the north side of Ranch Trail in Dallas as described in Exhibit “A” (the “Property”) by establishing that Irving will provide such service to the Property; and

WHEREAS, Coppel I.S.D. proposes to construct an elementary school on the Property, which when opened will serve primarily students from the City of Irving; and

WHEREAS, each party desires to utilize Chapter 791 of the Texas Government Code which authorizes Interlocal cooperation agreements between local governments; and

NOW, THEREFORE, this agreement is made and entered into by and between Coppel I.S.D. and Irving, said parties acting herein by and through their authorized representatives;

**I.
PURPOSE**

The purpose of this agreement is to provide for new wastewater service to a property in Dallas fronting on the north side of Ranch Trail as described in Exhibit “A” (the “Property”). Nothing in this agreement shall obligate Irving to serve any future development outside the service area defined herein, nor to make capital improvements in order to continue to provide service or add additional service area in the future.

**II.
TERM**

This Interlocal Agreement shall be effective immediately upon approval by both Coppel I.S.D. and Irving and will continue in force and effect for a period not to exceed thirty (30) years whereupon this agreement may be renewed upon agreement by both parties or until such time as another municipality may wish to serve the Property. Either party to this agreement may ask for discontinuance of service to the Property and upon mutual agreement a one (1) year period would be allowed for system modifications prior to service being discontinued.

III.
MAINTENANCE

Irving's maintenance responsibility will end at the City limits of the City of Irving.

IV.
PROPERTY RECEIVING IRVING WASTEWATER SERVICE

The City of Irving shall serve the area shown on Exhibit "A" with wastewater service. By April 30 of each year of this Agreement, Coppell I.S.D. will provide January through March water usage data for the Property to Irving. Irving will use this information to bill Coppell I.S.D. directly for wastewater service in accordance with existing rate ordinances of the City of Irving. Prior to the opening of the elementary school on the Property, Coppell I.S.D. will provide water use data from a comparably-sized school that is acceptable to Irving. Irving will use the comparable data to determine wastewater service billing until usage data is available for the Property.

V.
FUTURE DEVELOPMENT

This agreement does not obligate Irving to provide service to any area other than as shown and described herein nor to serve any expansions of service to the Property shown unless specifically agreed upon by both parties.

VI.
RATES AND TERMS OF SERVICE

For the area being served by Irving pursuant to this Agreement, Coppell I.S.D. shall meet all terms of services as prescribed by Irving, including but not necessarily limited to rates and wastewater use ordinances as applicable, and receive the same level of service as rendered to Irving customers of the same rate class. This agreement presumes that Irving has adequate capacity in the existing wastewater system to provide service as described herein. Nothing in this agreement shall obligate Irving to make capital improvements in order to serve the Property.

VII.
GENERAL ADMINISTRATIVE PROVISIONS

The following shall apply to this Interlocal cooperative Agreement:

- 5.1 Venue – This Interlocal Cooperative Agreement is performable in Dallas County, Texas and shall be governed by, construed, and enforced in accordance with the laws of the state of Texas. Venue will lie for any actions necessary to enforce the terms and provisions of the Interlocal Agreement in Dallas County, Texas. All expenditures required under this agreement shall come from current funds.
- 5.2 Final Agreement – This Interlocal Cooperative Agreement manifests and incorporates all the provisions and terms agreed upon by the parties hereto, and contains the entire and complete agreement of the parties with respect to all matters and supersedes all prior or contemporaneous

verbal and written agreements or understandings concerning the terms and provisions of the Interlocal Cooperative Agreement.

5.3 Modifications Clause – It is agreed by all parties that this Interlocal Cooperative Agreement may not be changed, revised or otherwise amended by any other parties hereto except by writings signed by all the parties hereto or their successors.

5.4 Severance Clause – If any section, subsection, clause, sentence, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

5.5 Effective Date – The effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by Coppel I.S.D and the City of Irving, each representative local government acting by and through its duly authorized official as required by law, on the date herein below specified. Executed this ____ day of _____ 2013.

Coppel I.S.D.

Dr. Jeff Turner, Superintendent

Date _____

City of Irving

Beth Van Duyne, Mayor

Date _____

ATTEST

By _____
Kay Ryon, Administrative Assistant to the Superintendent, Coppel ISD

By _____
Shanae Jennings, City Secretary, Irving

APPROVED AS TO FORM AND LEGALITY:

By _____
Robert E. Luna, Law Offices of Robert E. Luna, P.C.

By _____
Charles R. Anderson, City Attorney, Irving