

## COUNTY OF WISE INTERLOCAL AGREEMENT FOR ROAD REPAIRS AND MAINTENANCE

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 12th day of January 2009 by and between Wise County, through its Commissioners Court and the Paradise Independent School District for the purpose of property maintenance, enhancement, repairs and other projects located in Wise County, Texas.

Therefore the parties agree as follows:

1. The superintendent of Paradise ISD or his/her representative shall request all projects covered by this agreement.
2. Total charges for this agreement are as follows:
  - (a) Wise County, at its discretion, may furnish labor and/or equipment and/or materials up to \$15,000.00 per each year ending September 30<sup>th</sup> of said year.
  - (b) Materials to be paid for by Paradise ISD will be billed directly to same by the materials vendor whenever feasible.
  - (c) Materials provided by Wise County and to be paid for by Paradise ISD will be invoiced to same by Wise County. Paradise ISD agrees to reimburse Wise County for Wise County's cost of the said materials as invoiced by Wise County.
3. Payment of total charges for this agreement is due and payable within thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Wise County, Texas.

Payment is to made to:

Wise County Treasurer's Office P.O. Box 554  
Decatur, Texas 76234

4. Any unpaid balance remaining after thirty (30) days from receipt of Invoice shall earn interest at the maximum interest rate per annum allowed by law until paid
5. All repairs will be done in a workmanlike manner as measured by Wise County's usual practice in such repairs. Wise County shall be in charge of all control procedures, means, coordination and final inspection of this agreement in regard to the said repairs to be performed.
6. Nothing herein shall alter or change the legal responsibility under existing law for maintenance and repairs from a party, nor will this agreement cause Wise County to incur additional liability other than liability it would have under the law without this agreement. Paradise ISD agrees to indemnify and hold harmless Wise County, its agents, and employees from all suits, claim, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of repair work.

7. This agreement represents the entire and integrated agreement between Wise County and Paradise ISD and supersedes all prior negotiations, representations, and/or agreements either written or oral. This agreement may be amended only by written instruments signed by both Wise County and Paradise ISD.

8. The validity of this agreement and of its terms or its provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

9. 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.

10. This agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Wise County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this agreement.

11. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 12 day of January, 2009.

Robert Cirrillo

Authorized Official and/or Agent of Paradise ISD, Paradise, TX

Bessie McWhorter  
Wise County Judge

Danny White  
Commissioner, Precinct #1

Absent  
Commissioner, Precinct #3

Walter Brown  
Commissioner, Precinct #2

Jeremy  
Commissioner, Precinct #4