

# **INTERLOCAL AGREEMENT**

## **BETWEEN THE CITY OF CLARENDON AND GREENBELT MUNICIPAL WATER AUTHORITY**

### **FOR SOLID WASTE (TRASH) COLLECTION SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into on this 8 day of **January**, 2026, by and between the City of Clarendon, Texas ("City"), a municipal corporation, and the Greenbelt Municipal Industrial Water Authority ("Authority"), a political subdivision of the State of Texas. The City and Authority may be referred to collectively as the "Parties."

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## **1. Authority and Purpose**

This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, which authorizes interlocal cooperation between local governments. The purpose of this Agreement is to establish cooperative provisions for solid waste trash service as the City contracts directly with a third-party solid waste provider.

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## **2. Responsibilities of the City**

The City shall:

1. **Contract with a third-party trash service provider** for collection of residential and/or commercial solid waste.
2. Provide the Authority with updated trash service rates and changes in service levels.
3. Respond to **service-related complaints** requiring municipal or contractor involvement.
4. Remit payment to the City's contracted trash service provider according to the City's separate contract with the provider.

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## **3. Responsibilities of the Authority**

The Authority shall:

1. **Bill and collect** trash service fees as part of the Authority's regular monthly billing cycle.
2. Maintain accurate **customer account records**, including additions, deletions, and service level changes as provided by the Authority.

3. Transfer collected trash service revenue to the City on or before the **10th day of each month**.
4. Notify the City of any customer disputes or service request issues that require City or contractor involvement.

## **4. Term of Agreement**

This Agreement shall begin on 1-8, 2026, and remain in effect for a period of 5 years unless terminated earlier as provided herein. The Agreement may be renewed for additional terms upon mutual written consent.

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## **5. Compensation**

1. The Authority agrees to pay the City for services rendered according to the rate schedule attached as **Exhibit A**.
2. Third party solid waste provider shall increase the rates for all Services effective on the effective date (October 1<sup>st</sup>) of each year in the amount equal to a fixed Five (5.00%) percent.
3. Payments shall be made within 30 days of receipt of invoice.

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## **6. Termination**

Either Party may terminate this Agreement with 60 days written notice. Upon termination, the Authority shall pay for all services rendered through the effective date of termination.

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## **7. Liability and Indemnification**

1. To the extent permitted by law, each Party agrees to be responsible for its own acts and omissions.
2. Nothing in this Agreement shall be construed as creating any additional liability for either Party beyond that provided by Texas law.

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## **8. Insurance**

The City shall maintain liability insurance or self-insurance coverage appropriate for municipal solid waste operations. The Authority shall maintain its own insurance for its facilities and equipment.

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## **9. Records and Audits**

The City shall maintain records of invoices, tonnage, and service logs. Records shall be available for review by the Authority upon reasonable request.

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## **10. Amendments**

This Agreement may be amended only by written agreement signed by both Parties.

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## **11. Notices**

Notices under this Agreement shall be delivered to the following:

**City of Clarendon**  
Attn: City Administrator  
Address: P.O. Box 1089, Clarendon, Texas 79226

**Water Authority**  
Attn: General Manager  
Address: P.O. Box 665, Clarendon, Texas 79226

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## **12. Miscellaneous**

1. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.
2. This Agreement is governed by the laws of the State of Texas.
3. Invalid provisions shall not affect the remainder of the Agreement.

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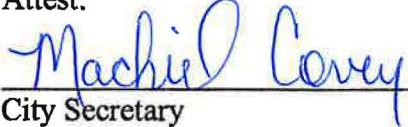
## 13. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

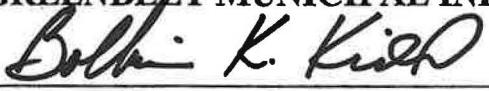
### CITY OF CLARENDON

  
\_\_\_\_\_  
Mayor  
Jacob Fangman

Attest:

  
\_\_\_\_\_  
City Secretary  
Machiel Covey

### GREENBELT MUNICIPAL INDUSTRIAL WATER AUTHORITY

  
\_\_\_\_\_  
General Manager  
Bobbie Kidd

Attest:

  
\_\_\_\_\_  
Secretary  
Renee Mott

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**Exhibit A**      **Rate Schedule (to be attached)**

## **EXHIBIT A**

### **Commercial Special Flat Rate**

Lake Greenbelt: \$112.00 per 3 yd (32 units) @ dumpster \$3,3584.00 per month