

**INTERLOCAL COOPERATION AGREEMENT BETWEEN JOHNSON COUNTY, TEXAS
AND THE CITY OF CLEBURNE FOR FUNDS FOR THE CONSTRUCTION OF
ENTRANCE AND EXIT RAMPS ON CHISHOLM TRAIL PARKWAY AT CR 1125**

This Interlocal Cooperation Agreement (hereinafter referred to as the "Agreement") is by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") whose address is 2 North Main Street, Cleburne, Texas 76033, and the City of Cleburne, a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County, Texas (hereinafter referred to as "City"), whose address is 10 North Robinson, Cleburne, Texas 76031 and collectively referred to as the "Parties".

WHEREAS, Highway 121, also known as the Chisholm Trail Parkway, is currently under construction in Johnson County, Texas and within the corporate limits of City; and

WHEREAS, the Chisholm Trail Parkway will intersect with CR 1125 at a location within the corporate limits of City; and

WHEREAS, the North Texas Tollway Authority (hereinafter referred to as "NTTA") has informed City and County that entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125 will not be constructed due to budget constraints; and

WHEREAS, the governing bodies of City and County have each discussed this matter and each have found that the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125 are vital to City and County transportation and commerce; and

WHEREAS, the governing bodies of City and County have each discussed this matter and each have found that using City and County funds to pay for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125 serves a public purpose and benefits the citizens of City and County; and

WHEREAS, NTTA has informed City and County that if additional funds are available from City and County to pay for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125 that said construction of the entrance and exit ramps could be performed during the construction of the Chisholm Trail Parkway; and

WHEREAS, County has \$300,000.00 available from current revenues to provide to City for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125; and

WHEREAS, City has agreed to provide to NTTA with the remaining funds necessary to complete the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125; and

WHEREAS, City has agreed to use Tax Increment Reinvestment Zone #3 Funds (hereinafter referred to as "TIF#3 funds") to re-pay County the \$300,000.00 that County will provide to City.

NOW, THEREFORE inconsideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

Obligations of City and County

1. County agrees to pay funds in the amount of \$300,000.00, from current revenue available to County in Precinct #1 Right-of-Way funds, to the City to be used for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125.
2. City agrees to pay the \$300,000.00 received from County to NTTA to be used for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125.
3. City agrees to pay additional funds, from current revenue available to City, in an amount not to exceed \$640,000.00 to NTTA to be used for the construction of the entrance and exit ramps to connect the Chisholm Trail Parkway to CR 1125.
4. City agrees to reimburse County the amount of \$300,000.00 that County will pay to City by using TIF#3 funds. Said reimbursement by City to County will begin with the first payment no later than by March 15, 2014, and City will continue with an annual payment to County no later than by March 15th of each year after 2014 until the total amount of \$300,000.00 has been paid by City to County. City agrees that the total amount of \$300,00.00 will be paid to County no later than by March 15, 2023. City and County agree and understand that the annual payments made by City to County may not be in equal amounts and that said payments are dependent upon available TIF#3 funds. City and County further agree and understand that City may pay to County the \$300,000.00 earlier than by March 15, 2023 if TIF#3 funds are available.

Term of Agreement

The Parties agree that term of this Agreement shall be from the effective date, which is considered the date of the last Party to execute this Agreement, and continue until City has paid to County the total amount of \$300,000.00.

Nature of Relationship

The County and the City agree that the nature of the Agreement shall not be deemed or construed to create the relationship of principal and agent or that of partnership or of any

association between the parties, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed.

General Provisions

All notices shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To County: County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, Texas 76033

To City: Rick Holden
City of Cleburne
10 North Robinson
Cleburne, Texas 76033-0657

Binding Effect.

The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

Amendment:

No provision in this Agreement shall be modified, altered or waived except by written amendment executed by the parties or their representatives.

Applicable Law and Venue:

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. This agreement shall be deemed to be performable in Johnson County, Texas, and the parties agree and consent to the jurisdiction and venue of the state courts of Johnson County, Texas or the federal district courts in Dallas County, Texas for any action under this Agreement.

Severability

If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

Liability

The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the County nor the City waives any immunity or defense that would otherwise be available to it against claims by third parties.


Each party, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to indemnify, defend, and hold harmless the other party, its officers, agents, employees, and volunteers, in both their public and private capacities, from and against claims, suits, demands, losses, damages, causes of action, and liability of every kind, including but not limited to court costs and attorney's fees, which may arise from the acts or omissions of the indemnifying party, whether or not arising from death or injury to a person or the loss of, loss of use of, or damage to property, arising out of or occurring as a consequence of the performance of this Agreement.

Execution Authority:

By his or her signature below, each signatory individual certifies that he or she is the property authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in force and effect.

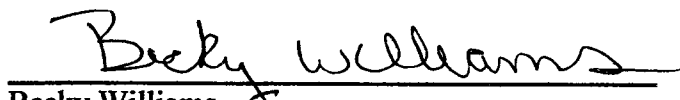
IN WITNESS WHEREOF, intending to be legally bound, County and City have caused their authorized representative to execute this Agreement and have set their hand and seal on the date set forth below.

FOR COUNTY:


Roger Harmon
County Judge

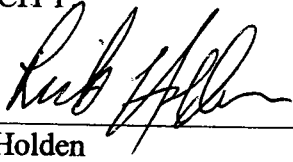
Date: 5-28-13

Attest:


Becky Williams
County Clerk

Date: 5-28-13

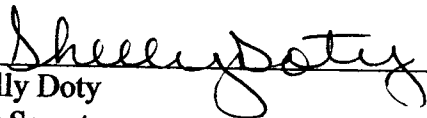
FOR CITY:



Rick Holden
City Manager

Date: 5/28/13

Attest:


Shelly Doty
City Secretary

Date: 5-28-13