

**INTERLOCAL AGREEMENT
FOR THE UTILIZATION OF OFFICE SPACE AND RELATED FACILITIES AT THE
JOHNSON COUNTY SUB-COURTHOUSE
TO HOUSE THE CITY OF BURLESON MUNICIPAL COURT SERVICES**

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Interlocal Agreement for the Utilization of Office Space and Related Facilities at the Johnson County Sub Courthouse to House the City of Burleson Municipal Court Services (hereinafter referred to as the "Agreement") is made by and between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County"), acting through its duly authorized representative, County Judge Roger Harmon and the City of Burleson, a home rule Municipal Corporation located in Johnson County, Texas (hereinafter called "City"), acting through its duly authorized mayor, Ken Shetter, individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal cooperation agreements; and

WHEREAS, the County and the City desire to enter into this Agreement for the purpose of the City to utilize office space and related facilities in order to provide municipal court service within the Johnson County sub-courthouse, and

WHEREAS, the County and the City have determined that this interlocal agreement will serve the best interests of the citizens of Burleson and Johnson County, and

WHEREAS, the governing bodies of both the County and the City have authorized the Agreement.

NOW, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**ARTICLE I
DEMISE**

- 1.01 PREMISES. The City hereby rents from the County upon the terms and subject to the conditions set forth in this Agreement, the following property and facilities (hereinafter together called "Premises") for the purpose of the operation of municipal court services.
- A. An area measuring approximately one thousand three hundred and fifty square feet (1,350 sq. ft.) located in the Johnson County sub-courthouse, 247 Elk Drive, Burleson, Texas 76028. Said area being described and delineated on a copy of the floor plan of said building; said copy being attached hereto and specifically incorporated herein as exhibit "A".
 - B. Use of the common break room by the city of Burleson Municipal Court employees.
 - C. Use of the courtroom located in the above referenced sub-courthouse every Thursday between the hours of 8:00 a.m. and 10:00 p.m.
 - D. Other use of such courtroom as permitted by the Justice of The Peace Precinct 2.

**ARTICLE II
TERM**

2.01 INITIAL TERM. The initial term of this agreement shall be for a period of one (1) year commencing on October 1, 2015.

2.02 REWNEWAL TERM. Upon the expiration of the Initial Term, and unless terminated by either party as set forth below, this Agreement may be renewed for an additional term of one (1) year. Renewal notice for such term must be given by written notice at least thirty (30) days prior to expiration of the initial one (1) year term of that Party's intent to renew the agreement upon the expiration of the Initial Term.

2.03 EARLY TERMINATION. Either Party may terminate this agreement upon ninety (90) days written notice to the other party.

**ARTICLE III
RENTALS PAYABLE**

3.01 RENTALS PAYABLE. The City agrees to pay as rental for the premises thirteen thousand five hundred dollars (\$13,500.00) per year, to be paid in semi-annual installments of \$6,750.00, commencing on October 1, 2015 and then every succeeding sixth month thereafter. Payment shall be made from current revenues available to the City. In the event either Party terminates this Agreement, the City will be responsible on a pro rata amount of the rent up to the date of termination.

**ARTICLE IV
UTILITIES**

4.01 UTILITIES. The County agrees that it will pay for all normal utilities at the Premises with the exception of telephone service. All costs incurred by the City for telephone service shall be the sole expense of the City.

**ARTICLE V
MAINTENANCE AND REPAIRS**

5.01 THE CITY'S OBLIGATIONS. The City, at its sole cost and expense, shall have the responsibility to maintain the portion of the Premises described in Section 1.01 (A), above. Except for normal wear and tear and cleaning the furniture and furnishings, the City's responsibilities shall include maintaining and repairing the floor coverings, interior walls, doors, door frames, windows, entrances, signs, locks and closing devices.

5.02 ALTERATIONS. The City may not physically alter the Premises without the written approval of the Johnson County Commissioners Court.

**ARTICLE VI
NATURE OF RELATIONSHIP**

6.01 IN GENERAL. The County and the City agree that the nature of the relationship between them is one of landlord and tenant, and no other. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or of any association between the County and the City, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this Agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between the County and the City other than the relationship of landlord and tenant. The City shall maintain exclusive control, direction and

management of its employees, and the County shall have no rights with respect thereto, except for the County's right to enforce covenants of the City as set forth in this agreement.

6.02 INDEMNIFICATION. The City shall assume all liability for injury to any City of Burleson employee or any other person entering the Premises for the conduct of business or matters with the City, and shall hold Johnson County harmless and release and indemnify Johnson County from same, provided however, the indemnity provided for in this paragraph shall have no application where the injury, death or damage results from the negligence of County. The City shall not be liable herein for injury, death or damage to any extent greater than the City would be liable in defense of its own actions under the provisions of the Texas Tort Claims Act, Chapter 101, Texas Civil Practices and Remedies Code.

6.03 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

ARTICLE VII INSURANCE

7.01 INSURANCE. The City shall provide workers compensation for its employees, property insurance on the personal property of the City, and general liability insurance on the operation of the municipal court services.

ARTICLE VIII ASSIGNMENT

8.01 ASSIGNMENT. The City may not assign or sublet the rented premises or any portion thereof, nor may the City assign, transfer or delegate to any person the City's rights or duties with respect to the rented premises without the County's written consent.

ARTICLE IX PROVISIONS

9.01 NOTICES. All rent shall be paid or mailed to the County at the address set forth below, and all notices required herein shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To The County Johnson County
 County Judge
 Johnson County Courthouse
 2 Main Street
 Cleburne, Texas 76031

To The City City Of Burleson
 141 West Renfro
 Burleson, Texas 76028
 Attention: City Secretary

9.02 **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

9.03 **INTERPRETATION AND PLACE OF PERFORMANCE.** This Agreement shall be constructed under the laws of the state of Texas and is deemed by the Parties to be performable in Johnson County, Texas.

9.04 **PARTIAL INVALIDITY.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein.

9.05 **ATTORNEYS FEES.** If either Party engages an attorney to file suit in order to enforce any rights under this Agreement, the party against whom such action is taken agrees to pay the filing party the reasonable costs of attorney's fees incurred therewith, provided the filing party prevails in such judicial action.

9.06 **AMENDMENT.** This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by the duly authorized representative of the County and by the City.

9.07 **ENTIRE CONTRACT.** This instrument contains the entire Agreement between the Parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Agreement which have not been included herein, and this Agreement supersedes and all other

agreements, either oral, or in writing, between the parties hereto with respect to the subject matter herein.

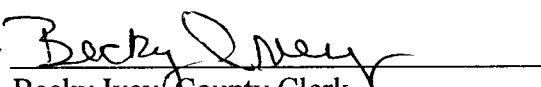
IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement.

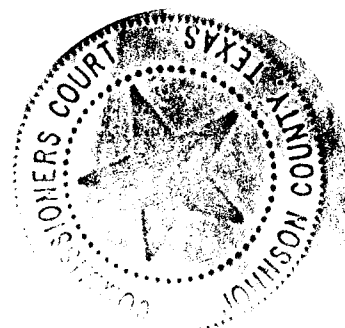
COUNTY

By: 
Roger Harmon, County Judge

Date: 8/24/15

Attest:

By: 
Becky Ivey, County Clerk

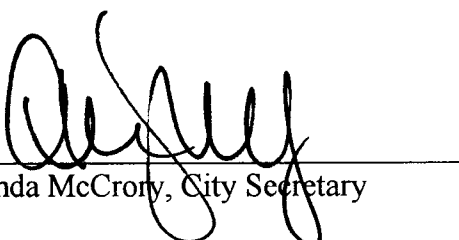


CITY


KEN SHETTER, MAYOR

Date: 8.3.2015

Attest:

By: 
Amanda McCrory, City Secretary