

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF COYOTE FLATS AND JOHNSON COUNTY,
TEXAS FOR USE OF JOHNSON COUNTY FACILITIES**

This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the City of Coyote Flats, a municipal corporation situated in Johnson County, Texas and hereinafter referred to as "City" and Johnson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County", and may hereinafter be referred to singularly as a "Party" or collectively as the "Parties".

WHEREAS, City desires to have a place to hold its Founder's Day Celebration and lacks the physical facilities to accommodate such a meeting; and

WHEREAS, County has facilities for Precinct Number 4 County Commissioner located at 4300 East FM 4, Cleburne, Texas 76031 which consists of a meeting room, restroom and kitchen area; and

WHEREAS, City desires to use the meeting room, restroom and kitchen area located at 4300 East FM 4, Cleburne, Texas 76031 for its Founder's Day Celebration; and

WHEREAS, County agrees to allow City to use the meeting room, restroom and kitchen area located at 4300 East FM 4, Cleburne, Texas 76031 for its Founder's Day Celebration.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

I.
TERM

The term of this Agreement shall commence on the Effective Date which shall be the date on which the last Party to this Agreement shall sign and shall terminate at midnight on May 1, 2016.

II.
AGREEMENT OF CITY AND COUNTY

- a. County agrees to allow City to use the meeting room, restroom, and kitchen area of the Precinct Number 4 County Commissioner facilities located at 4300 East FM 4, Cleburne, Texas County 76031 on Sunday, May 1, 2016 from 2:00 p.m. to 6:00 p.m. County will have the gate to the property open and the building unlocked by 1:30 p.m. on May 1, 2016.
- b. City agrees to pay County the amount of \$ 75.00 for use of the facilities. Said amount is to be paid by City to the Johnson County Treasurer, 2 Main Street, Cleburne, Texas 76033, prior to 5:00 p.m. on April 29, 2016.

III.

VII.
VENUE

The laws of the State of Texas shall govern this Agreement and venue of any dispute or matter arising under this Agreement shall lie in the state district courts of Johnson County, Texas or the federal district courts in Dallas County, Texas.

VIII.
CURRENT REVENUES

In accordance with the Interlocal Cooperation Act, all amounts due under this Agreement are to be paid from current revenues of the parties. Each party to this Agreement certifies that there are sufficient funds from the current revenues available to meet its obligations under this Agreement.

IX.
LIABILITY

This Agreement is not intended to extend liability of the parties beyond that provided by law. Neither County nor City waives any immunity or defense that would otherwise be available to it against claims by third parties. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of this Agreement.

X.
MISCELLANEOUS

This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives. This Agreement may be amended only by written instruments signed by County and City.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect to the extent possible.

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

Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY

Doug Peterson
Doug Peterson
Mayor

Date: 4/12/16

Attest:

Clara Morton
Clara Morton
City Secretary

Date: 4/12/16

COUNTY

Roger Harmon
Roger Harmon
County Judge
Johnson County

Date: 4-11-16

Attest:

Becky Ivey
Becky Ivey
County Clerk
Johnson County

Date: 4-11-16

