

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement, hereinafter referred to as the "Agreement", entered into under the authority of the Interlocal Cooperation Act, Chapter 791, Government Code, is between Johnson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County", and City of Breckenridge, a duly formed and incorporated municipality of the State of Texas, hereinafter referred to as "City", each individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS, Johnson County entered Order 2012-19 pursuant to Section 502.403, of the Transportation Code, which provides for the imposition of an optional county fee of not more than \$1.50 for registering a vehicle; and

WHEREAS, Johnson County has not deducted administrative costs of an amount of not more than 10 percent of the revenue it receives from the fee; and

WHEREAS, Johnson County has not deducted from the fee revenue an amount proportional to the percentage of county residents who live in the unincorporated areas of the county, with the remainder of the fee revenue to be sent to the municipalities in the county according to their population; and

WHEREAS, Johnson County has distributed the entire fee revenue as follows: one-third (\$0.50 of the \$1.50) paid to the Children's Advocacy Center of Johnson County, one-third (\$0.50 of the \$1.50) paid to CASA of Johnson County, and one-third (\$0.50 of the \$1.50) paid to the Family Crisis Center of Johnson County.

WHEREAS, Ken Paxton, the Attorney General of Texas, issued Opinion No. KP-0068 on March 8, 2016, which holds that Section 502.403 of the Transportation Code allows a county that has imposed a fee under Section 502.403 to retain a portion of the revenue of the fee for administrative costs in an amount of not more than 10 percent of the revenue received from the fee as well as an amount proportional to the percentage of county residents who live in unincorporated areas of the county, and that Section 502.403 (e) requires the remainder of the fee revenue be sent to the municipalities in the county according to their population; and

WHEREAS, municipalities with a population of less than 850,000 must use the revenue from the fees collected under Section 502.403 in accordance with Article 102.014 (g), Code of Criminal Procedure; and

WHEREAS, the Commissioners Court of Johnson County has determined that the Children's Advocacy Center of Johnson County, CASA of Johnson County, and the Family Crisis Center of Johnson County each have programs that meet the criteria in Article 102.014 (g), Code of Criminal Procedure, designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; and

WHEREAS, the programs of the Children's Advocacy Center of Johnson County, CASA of Johnson County, and the Family Crisis Center of Johnson County benefit the citizens of Johnson County, Texas.

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 continue year to year unless terminated as set forth below.

II.

AGREEMENT OF CITY AND JOHNSON COUNTY

1. County agrees to collect the fees authorized by Section 502.403, Transportation Code and Order 2012-19.
2. County agrees to waive deducting administrative costs of an amount of not more than 10 percent of the revenue it receives from the fee;
3. City agrees to allow County to retain any portion of the fee revenue collected pursuant to Section 502.403, Transportation Code and Order 2012-19 that should be sent to the City based on the City's population due to County administering the fee revenue and distributing said fee as set forth below.
4. County agrees to disburse the fee revenue collected pursuant to Section 502.403, Transportation Code and Order 2012-19 as follows: one-third (\$0.50 of the \$1.50) to the Children's Advocacy Center of Johnson County, one-third (\$0.50 of the \$1.50) to CASA of Johnson County, and one-third (\$0.50 of the \$1.50) to the Family Crisis Center of Johnson County.

III.

TERMINATION

Notwithstanding any other provision in this Agreement, either City or Johnson County may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the 30 day period, this Agreement shall terminate and become null and void and be of no further force or effect.

IV.

NOTICES

All notices may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To City: City of Briar Oaks
Attn: Jim Dunn
Box 816
Burleson, Tx 76097

To Johnson County: Johnson County Commissioners Court
Attn: County Judge Roger Harmon
2 North Main Street
Cleburne, Texas 76033

The addresses to which any notice, demand or other writings may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

V.

OFFICIALS NOT TO BENEFIT

No official, member or employee of City or Johnson County and no member of their governmental bodies, and no other public officials of Johnson County who exercise any function or responsibilities on the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating this Agreement which affects his/her personal interest and shall not have any personal or pecuniary interest, direct or indirect, on this Agreement or the proceeds thereof.

VI.

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.

VII.

MISCELLANEOUS

This Agreement represents the entire and integrated agreement between Johnson 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


James E. Dunn
Signature
James Dunn
Printed Name
Mayor
Title

Date: 6-17-16

Attest:
Mary Foster
Signature
Mary Foster
Printed Name
City Secretary

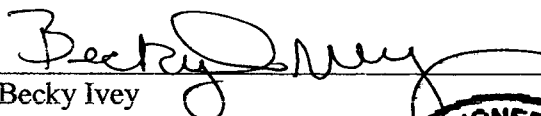
Date: 6-17-16

COUNTY


Roger Harmon
County Judge
Johnson County

Date: 6/27/16

Attest:


Becky Ivey
County Clerk
Johnson County

Date: 6/27/16

