

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Keene, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County, Texas, and hereinafter referred to singularly as a "Party" and referred to collectively as "Parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, the County has approved a reinvestment zone called the Project Mustang Reinvestment Zone consisting of a 200 acre tract of land located on CR 316; and

WHEREAS, a portion of the Project Mustang Reinvestment Zone and CR 316 are located in the extraterritorial jurisdiction (the "ETJ") of the City; and

WHEREAS, CR 316 needs to be improved for vehicular traffic for the public health and safety of the residents of the County and to promote business activity in the Project Mustang Reinvestment Zone; and

WHEREAS, the City has applied for and received a grant through the Texas Department of Agriculture under the Texas Community Development Block Grant ("TxCDBG") Program to improve CR 316; and

WHEREAS, the City and County are desirous of working together to improve CR 316 for the safety and welfare of the citizens of Johnson County.

NOW THEREFORE, for the mutual consideration herein stated, County and City agree as follows:

**SECTION 1.
DUTIES OF CITY**

- 1.1 **Duties of City.** The City, pursuant to its agreement with the Texas Department of Agriculture, will administer the grant and in so doing will be responsible for the project to improve CR 316. In administering the grant, City will be responsible for, but not limited to, submitting RFQ's for an engineer, selecting the engineer, reviewing the engineer's plans, requesting bids for the project, selecting the contractor, receiving invoices for payment from the engineer and contractor, reviewing and paying the invoices received, and inspection of the work performed by the contractor. In administering the grant, the City further agrees to allow the County to be involved and work with the City in the process of reviewing the engineer's plans, reviewing and approving the engineer's invoices, selecting the contractor, reviewing and approving the contractor's invoices, and reviewing and approving the contractor's work.

**SECTION 2.
DUTIES OF COUNTY**

- 2.1 **Duties of County.** The County agrees to meet and work with the City regarding the administration of the grant and the improvements to CR 316 in selecting the engineer, reviewing the engineer's plans, reviewing and approving the engineer's invoices, selecting the contractor, reviewing and approving the contractor's invoices, and reviewing and approving the contractor's work. The County further agrees upon completion of the improvements to CR 316 to provide ongoing County maintenance to CR 316. County's agreement to provide ongoing County maintenance to CR 316 shall survive the term of this Agreement.

**SECTION 5.
TERM**

- 5.1 **Term.** The term of this Agreement shall begin on the date of the last party to sign this Agreement and end when the grant project is complete and the close-out documents have been submitted to the Texas Department of Agriculture which estimated to be in September of 2020, but the parties agree and understand that at the time of entering this Agreement a date certain to terminate this Agreement is unknown.

SECTION 6.

LIAISON OFFICERS

- 6.1 **County Officers.** The County designates Larry Woolley, Precinct Number 4 Commissioner, and David Disheroon, Public Works Director, to serve as "Liaisons" for County between County and City, and shall ensure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 6.2 **City Officers.** City designates Brian Laborde, City Manager, and Michael Talley, Economic Development Director, to serve as "Liaisons" for the City between County and City and shall ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 7.

LIABILITY

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

SECTION 8.

NOTICE

- 8.1 **Notice.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested or by email. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.
- 8.2 **To City.** The contact information for the City for all purposes of this Agreement and for all notices hereunder shall be:
- Brian LaBorde
Keene City Manager
100 N. Mockingbird

Keene, Texas 76059
817-641-3336
citymanager@keenetx.com

Michael Talley
Keene Economic Development Director
100 N. Mockingbird
Keene, Texas 76059
682-970-0359
mtalley@keenetx.com

- 8.3 **To County.** The contact information for the County for all purposes under this Agreement and for all notices hereunder shall be:

Larry Woolley
4300 East FM 4
Cleburne, TX 76033
817-558-9400
lwoolley@johnsoncountytexas.org

David Disheroon
2 N. Mill Street, Suite 305
Cleburne, Texas 76033
817-556-6380
davidd@johnsoncountytexas.org

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein.

SECTION 10. MISCELLANEOUS PROVISIONS

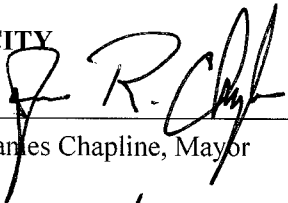
- 10.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 10.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 10.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. Venue of any dispute or matter arising under this Agreement

shall lie in the District Court of Johnson County, Texas.

- 10.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 10.5 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 10.6 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 10.87 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 10.8 **Authority.** The undersigned officers and/or agents of the parties hereto 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 in full force and effect.

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

CITY


James Chapline, Mayor

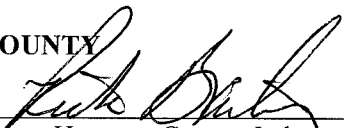
Date: 4-5-2018

Attest:


Holly Owens, City Secretary

Date: 4-9-2018

COUNTY


Roger Harmon, County Judge
Rick Bailey Comm. Pct. #1

Date: April 23, 2018

Attest:


Becky Ivey, County Clerk

Date: April 23, 2018

