



AGENDA PLACEMENT FORM

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

Date: 07/11/23

COMMISSIONERS COURT

Meeting Date: 07/24/2023

JUL 24 2023

Submitted By: Commissioner Larry Woolley

Approved

Department/Office: Precinct 4 - Road and Bridge

Signature of Director/Official: _____

Agenda Title:

Interlocal Agreement Between City of Keene, Texas and Johnson County, Texas for Road Maintenance.

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration of Interlocal Agreement Between City of Keene, Texas and Johnson County, Texas for Road Maintenance.

(May attach additional sheets if necessary)

Person to Present: Commissioner Larry Woolley

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

INTERLOCAL AGREEMENT BETWEEN
CITY OF KEENE, TEXAS AND JOHNSON COUNTY, TEXAS FOR ROAD
MAINTENANCE

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between the City of Keene, Texas, a municipal corporation of the State of Texas, acting by and through its duly authorized representatives, the Keene City Council (hereinafter referred to as City) and Johnson County, Texas, a political subdivision of the State of Texas, acting by and through its duly authorized representatives, the Johnson County Commissioners Court, (hereinafter referred to as County), individually referred to as a Party and collectively referred to as Parties.

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, Section 791.032 of the Texas Government Code provides that with the approval of the governing body of a municipality, a local government may enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance or repair of streets in the municipality; and

WHEREAS, this Agreement is also made under the authority granted by and pursuant to Section 251.012 of the Texas Transportation Code: and

WHEREAS, Section 251.012 provides that with the approval of the governing body of a municipality, the commissioners court of a county may spend money to finance the construction, improvement, maintenance or repair of a street in the county that is located in the municipality upon a finding by the commissioners court that the county will receive benefits as a result of the work on the street; and

WHEREAS, County Road 414 (CR 414) is a county road in which a portion of CR 414 is located within the city limits of the City; and

WHEREAS, County has decided to perform maintenance and repair work on CR 414 and finds that the County will receive benefits as a result of performing maintenance and repair work on the portion of CR 414 that is located within the city limits of City; and

WHEREAS, the governing bodies of City and County desire to enter into an agreement whereby Johnson County will perform maintenance and repair work at County's sole expense on CR 414 on the portion of CR 414 located outside the city limits of City as well as the portion of CR 414 located within the city limits of City; and

WHEREAS, City and County agree that it is in the best interests of the citizens of City and in the best interest of the citizens of County for County to provide maintenance and repair work on CR 414 that is located outside the city limits of City as well as the portion of CR 414 located within the city limits of City and that City and County will each receive benefits as a result of the work on CR 414.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, City and County agree as follows:

1. City agrees that County may spend money to finance the maintenance and repair work on CR 414 that lies within the city limits of City and agrees to County providing maintenance and repair work on the portion of CR 414 located within the city limits of City.
2. County agrees to spend money to finance the maintenance and repair work on CR 414 that is located outside the city limits of city limits of City as well as the portion of CR 414 located within the city limits of City and said maintenance and repair work on CR 414 will be performed to normal county standards for county road maintenance and repair work.
3. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
4. This Agreement shall be executed by the duly authorized official of each Party.
5. This Agreement embodies the entire agreement of the Parties hereto superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the Parties.
6. The Parties to this Agreement agree and covenant that this Agreement will be enforceable in Johnson County, Texas, and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Johnson County, Texas.
7. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
8. This Agreement is entered into subject to the laws of the State of Texas.
9. This Agreement will be effective as of the date of the last party to sign this Agreement and will terminate upon completion of the maintenance and repair work performed by County on CR 414.
10. The Parties understand and agree that this Agreement does not obligate County for maintenance and repair work on CR 414 that is located within the city limits of City after completion of the maintenance and repair work performed under this Agreement

and City will be responsible for any maintenance and repair work on CR 414 that is located within the city limits of City after this Agreement is terminated.

IN WITNESS WHEREOF, the Parties enter into this Agreement.

Johnson County Texas:


Christopher Boedeker, County Judge

July 24, 2023
Date

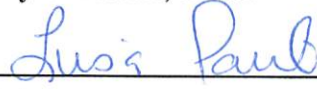
Attest:


April Long, County Clerk



July 24, 2023
Date

City of Keene, Texas


Signature

7-6-2023
Date

Lisa Parrish
Printed Name

Mayor
Title

Attest:


Signature

7-6-2023
Date

Tabatha Mansell
Printed Name

City Secretary
Title