

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County"), and the City of Cleburne, Texas, a municipal corporation operating pursuant to the laws of the State of Texas (hereinafter referred to as "City"), and is to be effective as of the date of the last party to sign this MOU.

RECITALS

WHEREAS, City has retained the law firm of Lloyd, Gosselink, Rochelle, & Townsend, P.C. to represent City in litigation to protect City against environmental hazards; and

WHEREAS, County authorized the County Attorney on behalf of County to join and assist the law firm of Lloyd, Gosselink, Rochelle, & Townsend, P.C. in said litigation; and

WHEREAS, City and County have filed suit in Cause No. D-1-GN-16-005692, City of Cleburne, Texas and Johnson County, Texas vs. Texas Commission on Environmental Quality, in the 126th District Court, Travis County, Texas, and said cause is on appeal to the Third Court of Appeals in Austin, Texas in Cause No. 03-18-00711-CV; and

WHEREAS, City and County have filed suit in Cause No. D-1-GN-005686, City of Cleburne, Texas and Johnson County, Texas vs. Texas Commission Environmental Quality, in the 353rd District Court of Travis County, Texas; and

WHEREAS, City and County have filed suit in Cause No. DC-C201800880, City of Cleburne, Texas and Johnson County, Texas vs. Harrington Environmental Services, LLC, in the 18th District Court, Johnson County, Texas; and

WHEREAS, City and County are committed to partner in their efforts to complete the litigation listed above as well as any additional litigation that may ensue as a direct result of said litigation in order to protect the health, safety and welfare of the citizens of City and County; and

WHEREAS, City and County each desire to use their respective financial resources available to share in the costs associated with the litigation listed above.

AGREEMENT AND UNDERSTANDING

NOW THEREFORE, County and City agree and understand that City will serve as the lead agency with respect to receipt, invoicing and billing of litigation costs as presented in this MOU. County and City will share in the costs associated with the above listed litigation with County paying fifty percent (50%) and City paying fifty percent (50%) of all costs associated with the litigation. Costs of litigation includes, but is not limited to, attorney fees, court costs, postage, copying, expert fees, deposition costs, and soil testing. Upon signing this MOU, County will provide to City any invoices associated with the litigation costs to County up to that date and City will compile all invoices of litigation from County and from Lloyd, Gosselink, Rochelle, & Townsend, P.C. up to the date of this MOU and provide to County an invoice for County's fifty

percent (50%) of litigation costs. County agrees to pay the invoice within thirty (30) days of receipt of said invoice. Thereafter, County will, on a quarterly basis, send to City any invoices associated with litigation costs to County, and City, on a quarterly basis, will compile all invoices of litigation from County and from Lloyd, Gosselink, Rochelle, & Townsend, P.C. and invoice County for County's fifty percent (50%) of the litigation costs. County agrees to pay the invoice within thirty (30) days of receipt of said invoice.

County and City agree and understand that either party may request to review and reevaluate the terms of this MOU or cancel this MOU with thirty (30) days prior written notice to the other party.

Each party asserts that the undersigned officers and/or agents of the parties are the properly authorized official and have the necessary authority as authorized by their Commissioners Court to execute this MOU on behalf of the parties hereto.

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

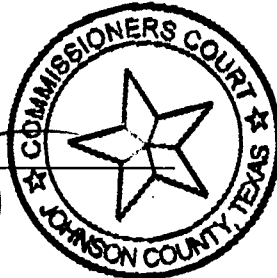
JOHNSON COUNTY


Roger Harmon, County Judge

Date: 2/25/19

Attest:


Becky Ivey, County Clerk



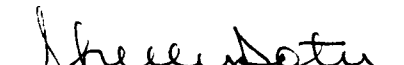
Date: 2/25/19

CITY OF CLEBURNE


Steven J. Polasek, City Manager

Date: 2-13-19

Attest:


Shelly Doty, City Secretary

Date: 2-13-19