

INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND

THE CITY OF MEADOWLAKES, TEXAS

This Agreement is made on the 20th day of March, 2018 by and between the COUNTY OF BURNET, a political subdivision of the State of Texas, hereinafter referred to as "BURNET COUNTY" and the CITY OF MEADOWLAKES, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute. The Burnet County Schedule of Values attached as "Exhibit A" will establish the value of the work provided; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with construction of golf cart pathways on City owned property, BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated earlier than thirty (30) days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one year period.

COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

RELATIONSHIP OF PARTIES

The parties intend that BURNET COUNTY, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither BURNET COUNTY, its agents, employees, volunteer help or any other person operating under this AGREEMENT, shall not be entitled to participate in any pension or other benefits that BURNET COUNTY provides its employees.

NOTICE TO PARTIES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

MISCELLANEOUS PROVISIONS

Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of not or effect except in a subsequent modification in writing signed both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented 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 duly passed and approved and are now in full force and effect.

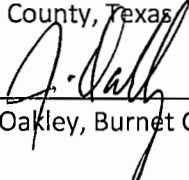
EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Meadowlakes, Texas

BY: 
Johnnie L. Thompson, City Manager

DATE: 3/20/18

Burnet County, Texas

BY: 
James Oakley, Burnet County Judge

DATE: 3-21-18

ATTEST:


Evan Bauer, City Secretary

EXHIBIT "A"

Schedule of value ratings @ daily rates:

6 yd. dump-truck	200.00
Articulating loader	300.00
Back- hoe tractor	250.00
Flat-bed / passenger truck	100.00
Oil- distributor truck	250.00
Water truck	150.00
Chip spreader	1250.00
Sweeper / power broom	150.00
Roller	150.00
Operator	200.00

All projects subject to a mobilization value rating of 750.00 and considered on a one day minimum. Other equipment valuation, estimated project duration, and equipment / labor needs determined by Commissioners Court.

As an example, a normal "seal coat" project would be valued at approximately 7000.00 per day of utilization of county equipment and labor using the schedule referenced and the average appropriate number of operators.

State law sets forth a maximum limitation on inter-local agreements at 15,000.00 value per entity per year.

The county may agree to assist the requesting entity with improvements to streets, etc., located within said entity's jurisdiction. Assistance to the entity by the County is furnished using County equipment and/or employees, within the limitation prescribed by state law, on condition that the entity hold the County harmless from loss, damage, or liability that the County may suffer from claims made against it because of the use, furnishing, or operation of the County's equipment, or action by the County's employees in the use and/or operation of such equipment on behalf of the requesting entity.

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Meadowlakes

FOR

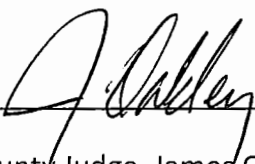
Assisting the City with constructing golf cart pathways on CITY owned property

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the City of Meadowlakes, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: assist the CITY with construction of golf cart pathways on CITY owned property

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date: 3-21-2018



County Judge, James Oakley

Attest:



County Clerk, Janet Parker

Ex officio clerk of the Burnet County Commissioners' Court