

Interlocal Agreement Between
Burnet County, Texas, and Burnet County ESD #9

This Agreement is made on the 14 day of October 2020, by and between the County of Burnet a political subdivision of the State of Texas, hereinafter referred to as "Burnet County", and Burnet County ESD #9, also a political subdivision of the State of Texas, herein referred to as ESD 9.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites 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, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to apply hot mix asphalt at the Spicewood Fire Station, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County, and ESD 9; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of ESD 9; and

WHEREAS, Burnet County, and ESD 9 have investigated and determined that it would be advantageous and beneficial to ESD 9, and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to ESD 9; and

WHEREAS, ESD 9 wishes to engage Burnet County to allow for use of County manpower and equipment to apply hot mix asphalt at the Spicewood Fire Station, the parties desire to engage Burnet County to provide such services; and

WHEREAS, from time to time ESD 9 may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and ESD 9, and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of ESD 9, and Burnet County desire to foster goodwill and cooperation between the entities; and

WHEREAS, ESD 9, and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply hot mix asphalt at the Spicewood Fire Station and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, ESD 9, and Burnet County agree as follows:

Services to be Performed

ESD 9, agrees to engage Burnet County to utilize County manpower and equipment to apply hot mix asphalt at the Spicewood Fire Station and setting a limit of \$15,000, by Burnet County to ESD 9, 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 with thirty (30) days written notice this Agreement shall commence on the 14 day of October, 2020. This contract expires at midnight on September 30, 2021. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

By execution of this contract, ESD 9 agrees to provide, if requested, similar compensation to Burnet County in the form of manpower and equipment on a future identified project; or may provide use of ESD 9 facilities for the betterment of Burnet County employee health or as meeting facilities. All parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the installation of the asphalt at the Spicewood Fire Station. ESD 9 will be financially responsible for any expenses incurred for materials for the purposes of this project.

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 be considered an agent or employee of ESD 9 and 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, James Oakley.

Notice to ESD 9 shall be sufficient if made or addressed to the office of the President, Karen Bruett. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

ESD 9 agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's 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 ESD 9, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement 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 no force or effect except in a subsequent modification in writing signed by 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 in 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 been 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.

Burnet County ESD #9

By: _____

Karen Bruett, President

Bruemills, VA

Date: _____

By: _____

James Oakley, Burnet County Judge

Date: _____