

INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND
THE CITY OF HIGHLAND HAVEN, TEXAS

This Agreement is made on the ____ day of _____, 2023, 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 HIGHLAND HAVEN, 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. Specifically, this agreement concerns the pavement of public streets located within the CITY. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000 per year, per state statute; 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 deem 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 be 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 perform road maintenance work on public street(s) location in CITY, BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000 per year, 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 by written notice, this Agreement shall commence on the date of execution and shall remain in effect until terminated by one of the parties.

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 material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed by CITY 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 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 be 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 Mayor.

MISCELLANEOUS PROVISIONS

Indemnification:

CITY agrees to the extent allowed by law to promptly defend, indemnify and hold COUNTY harmless from and against any and all claims, demands, suits causes of action, and judgement 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 CITY and its respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

COUNTY agrees to the extent allowed by law to promptly defend, indemnify and hold CITY harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss or property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income of wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of COUNTY and its 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 or not 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 part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

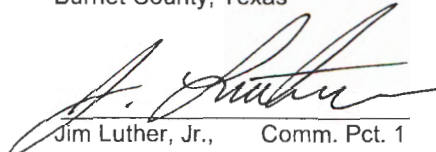
The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party present and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have duly passed and approved and are not 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.

City of Highland Haven

By: Mayor, Olan Kelley

Burnet County, Texas


Jim Luther, Jr., Comm. Pct. 1

Date:

5/9/2023

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Highland Haven, Texas

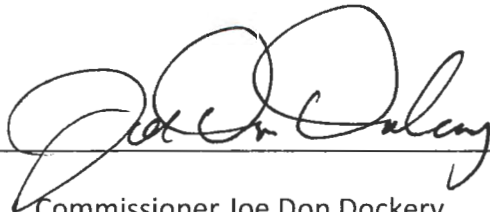
FOR

Road Maintenance Work on City Public Streets

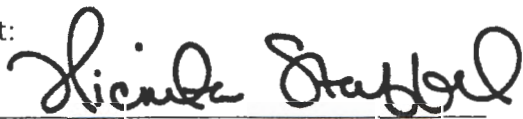
The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the City of Highland Haven, 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 City with to perform road maintenance work on public city streets. The value shall not exceed \$15,000.00 in value. Burnet County to receive equal value of work, service, in kind contributions from the City of Highland Haven over a 12-month time period.
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:


Commissioner Joe Don Dockery

Attest:

 By: Brittney Smith

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court