

**INTER-LOCAL AGREEMENT**  
**COUNTY OF LIBERTY and CITY OF PLUM GROVE**

THE STATE OF TEXAS

COUNTY OF LIBERTY

This agreement is between Liberty County, Precinct 3, hereinafter called ACounty,@ and the City of Plum Grove, hereinafter called ACity.@

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and,

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and,

WHEREAS, the County has manpower, equipment and resources to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the City has manpower, equipment and resources to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment and other resources;

NOW, THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower, equipment and other resources to the City for the maintenance of streets, roads, ditches and recreational areas.

2. The City agrees to provide manpower, equipment and other resources to the County for the maintenance of streets, roads, ditches and recreational areas, as well as other governmental functions.
3. The City agrees to fairly compensate the County, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the city=s current revenue.
4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the county=s current revenue.
5. The Commissioner of Precinct 3 and the Plum Grove City Mayor shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
6. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, this inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds, or insufficient funds, are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
7. To the fullest extent permissible under Texas law, City of Plum Grove shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney=s fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Plum Grove, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supersede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.
8. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Plum Grove, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney=s fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the

contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract.

Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supersede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

9. Neither party shall be deemed an employee or agent of the other party. This interlocal agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City=s streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County=s streets, roads, ditches and recreational areas.
10. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the City=s use of County equipment.
11. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the County=s use of City equipment.
12. **The District understands that before beginning a project under an interlocal contract, the Commissioners Court of Liberty County must give specific written approval for the project as required by TEX. GOV. CODE, ' 791.014 which provides:**

#### 791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.
- (b) The approval must:
  - (1) be given in a document other than the interlocal contract;
  - (2) describe the type of project to be undertaken; and
  - (3) identify the project=s location.

*see Tex. Gov. Code, ' 791.014, et. seq.*

This agreement shall commence on the 20 day of January, <sup>2014</sup>~~2015~~, and ends on the 20 day of January, <sup>2014</sup>~~2016~~. Either the County or the City may cancel this agreement at any time. <sup>2017</sup>

Executed on this the \_\_\_\_ day of \_\_\_\_\_, <sup>2014</sup>~~2015~~, by Jay Knight, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

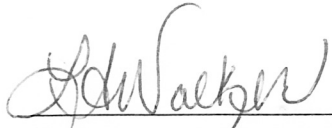
Executed on this the \_\_\_\_ day of \_\_\_\_\_, <sup>2014</sup>~~2015~~, by Eddie Lowery, Commissioner Precinct 3, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the 20 day of January, <sup>2014</sup>~~2015~~, by the Mayor of Plum Grove on behalf of the City of Plum Grove, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF PLUM GROVE

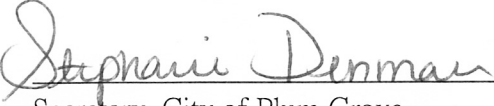
\_\_\_\_\_  
Jay Knight, Liberty County Judge

  
\_\_\_\_\_  
Mayor, City of Plum Grove

\_\_\_\_\_  
Eddie Lowery, Commissioner Precinct 3

ATTEST:

\_\_\_\_\_  
Paulette Williams, Liberty County Clerk

  
\_\_\_\_\_  
Secretary, City of Plum Grove