

*Copy***THE STATE OF TEXAS****COUNTY OF HENDERSON****INTERLOCAL COOPERATION AGREEMENT
FOR LABOR AND EQUIPMENT USE**

THIS AGREEMENT is made and entered into the 15th day of March, 2011, by and between **Henderson County**, a political subdivision of the State of Texas, hereinafter referred to as **Henderson County**, and the **City of Coffee City**, also a political subdivision of the State of Texas, hereinafter referred to as **Coffee City**.

WHEREAS, Henderson County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of Henderson County; and

WHEREAS, Coffee City is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens of the City of Coffee City; and

WHEREAS, Henderson County and Coffee City desire to improve streets, parks and other city-owned property by authorizing the intergovernmental contraction authority at the local level for all or part of the functions and services; and

WHEREAS, Henderson County and Coffee City mutually desire to be subject to the provisions of Ch. 791 Vernon Texas Annotated, Government Code, the Interlocal Cooperation Act.

NOW, THEREFORE, Henderson County and Coffee City, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effectiveness of this agreement shall be the 15th day of March 2011.

II.

The initial term of this agreement shall be from the effective date hereof to and through the 14th day of March 2014.

III.

For the purposes and consideration herein stated and contemplated, Henderson County shall provide the following necessary and appropriate services for Coffee City to the maximum extent authorized by this agreement, and in an amount not to exceed **Five Thousand Dollars (\$5,000.00)** per year for the three (3) years for a total of **Fifteen Thousand (\$15,000.00)**. For the purposes of this agreement the year begins on March 15th and ends on March 14th the following year to-wit:

A. Henderson County is to provide equipment and labor in amounts that follow:

March 15, 2011 to March 14, 2012

1. Backhoe & Labor	33.33 hours @ \$75.00/hr =	\$2500.00
2. Dump Truck & Labor	45.45 hours @ \$55.00/hr =	\$2500.00
TOTAL	78.78 Hours	= \$5000.00

March 15, 2012 to March 14, 2013

1. Backhoe & Labor	33.33 hours @ \$75.00/hr =	\$2500.00
2. Dump Truck & Labor	45.45 hours @ \$55.00/hr =	\$2500.00
TOTAL	78.78 Hours	= \$5000.00

March 15, 2013 to March 14, 2014

1. Backhoe & Labor	33.33 hours @ \$75.00/hr =	\$2500.00
2. Dump Truck & Labor	45.45 hours @ \$55.00/hr =	\$2500.00
TOTAL	78.78 Hours	= \$5000.00

- B. Work to be performed on a mutually agreeable timetable, by Tony Moore, City Mayor, and Ken Geeslin, Commissioner, Precinct #4.
- C. Work to be performed at the convenience of Henderson County, so as not conflict with previous work schedule.
- D. Henderson County shall not be liable for any damages caused to the field, roads, track, stands, park equipment, fences, or any other property of Coffee City or for any personal injury where such damage was done negligently or intentionally.
- E. Henderson County shall not be responsible for any personal or property damage to the person or property not belonging to Coffee City.

IV.

The City of Coffee City shall designate a suitable individual to act on behalf of the City to serve as "Liaison Officer" for Coffee City with and between Coffee City and Henderson County. The individual, or his designated substitute, shall coordinate the performance of all duties and obligations of Coffee City herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of Coffee City in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the employees of Coffee City, agents, contractors, sub-contractors, and/or laborers, if any; in furtherance of the purposes, terms, and conditions of this Agreement of the mutual benefit of Coffee City and Henderson County; and,

V.

Henderson County designates Ken Geeslin, Henderson County Commissioner, Precinct #4, or his designated substitute or successor in office, to act on behalf of Henderson County, and to serve as "Liaison Officer" for Henderson County with and between Henderson County and Coffee City to insure the performance of all duties and obligations of Henderson County herein stated; and shall devote sufficient time and attention to the execution of said agreement; and shall provide immediate and direct supervision of the Henderson County employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Henderson County and Coffee City.

VI.

INDEMNITY: COFFEE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS HENDERSON COUNTY, ITS AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES, EXPENSES, AND/OR FOR ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING REASONABLE NONPERFORMANCE OF THE SERVICES AND DUTIES HEREIN STATED, OR ARISING OUT OF THE SERVICES AND DUTIES HEREIN STATED; this indemnity shall apply even if the damages or event was caused in whole or in part by Henderson County's negligent act and/or omissions.

VII.

Henderson County shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the labor and equipment used.

VIII.

City of Coffee City understands and agrees that Coffee City, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Henderson County.

IX.

Notice to either party, unless otherwise provided for within this contract, shall be in writing, and may be delivered or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein or upon receipt in case of hand delivery. The address of Henderson County for all purposes under this Agreement and for all notices hereunder shall be:

Honorable Richard Sanders (or his successors in office)
Henderson County Judge
Henderson County Courthouse
Athens, Texas 75751

The address of Coffee City for all purposes under this Agreement and for all notices hereunder shall be:

Tony Moore (or his successors in office)
Mayor, City of Coffee City
23170 HCR 4117
Frankston, TX 75763

X.

This agreement represents the entire and integrated agreement between Coffee City and Henderson County and supersedes all prior negotiations, representations and/or or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Coffee City and Henderson County. This agreement is further deemed to have originated and executed in Henderson County, Texas. Both parties agree that in case of any legal proceeding, venue is to be in Henderson County, Texas.

XI.

The laws of the State of Texas hereto, shall govern the validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties. Further, this agreement shall be performable and all compensation payable in Henderson County, Texas.

XII.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIII.

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

Executed in multiple originals on the 22nd day of March 2011.



County Judge Richard Sanders
Henderson County, Texas



Tony Moore
Mayor
Coffee City, Texas