

**ORDER APPROVING
INTERLOCAL AGREEMENT
BETWEEN
MCLENNAN COUNTY, TEXAS AND
CITY OF GHOLSON**

On this the 9 day of July, 2002, came on for consideration the matter of Interlocal Cooperation Agreement: City of Gholson. Commissioner Mashek made a motion to approve Interlocal Agreement not to exceed the amount of \$818.82 - City of Gholson, seconded by Commissioner Meadows and duly passed by unanimous vote. It is ordered by the Court that said Interlocal Cooperation Agreement between McLennan County and the City of Gholson be, and the same is hereby, approved.

INTERLOCAL COOPERATION AGREEMENT

JUL 09 2002

McLennan County
Clerk

This agreement is made by and entered into between City of Gholson and McLennan County, (hereinafter "County"), Texas, on the July 9, 2002.

WHEREAS, it is in the best interest of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the County; and

WHEREAS, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and the work performed; and

WHEREAS, City of Gholson and the County have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 441 3(32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioner's Court as required by the statute.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section I: Terms of Agreement:

(a) Work to be Performed and Material to be Provided by County/Scope of Project:

Install signs, post & brackets on Tom McCartney Lane & High Lane	
Materials & Labor	\$199.64
Clean culvert on Brazos Loop - Materials & Labor	125.00
Dust Control on High Lane, Tom McCartney, Joanne Dr., & Hamilton Dr., & Oak Lane - Oil, Equipment & Labor	494.18

(b) Contract Sum: \$818.82

Lump Sum: City of Gholson agrees to pay a sum not to exceed \$818.82 (eight

c. Agreement for Authorized Project Only: The parties agree that the scope of the work and materials to be provided by the County is limited to the project as authorized according to Chapter 791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.), and set out in this Agreement.

d. Additional Materials, Labor, or Equipment: In the event that additional materials, labor, or equipment is necessary to complete the project which were not provided for in the contract sum provided above, City of Gholson agrees to pay the County for the same at the rate of the actual cost of the additional materials, labor, or equipment provided plus N/A percent of said cost or, alternatively (and exclusively if provided herein) as follows:

Not Applicable; addressed in I. (b)

Section II: Miscellaneous Terms.

(a) Responsibility for Governmental and Regulatory Approvals and Compliance with Laws: City of Gholson agrees to obtain all governmental and regulatory approvals necessary for the project and to assure that said project as defined herein complies with all applicable laws, ordinances and regulations.

(b) Easements, Right of Way Grants, and Approvals: City of Gholson agrees to obtain all easements, right of way grants, or approvals necessary for the county to perform the work defined herein.

(c) Warranty Regarding Property to be Improved: City of Gholson warrants that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property.

(d) Warranty of Indemnification: City of Gholson shall defend, indemnify and save harmless the County from any and all damages, cost, claims, expenses or liability arising out of or connected with any act, error or omission of the City's equipment, employees, agents, or independent contractors.

(e) Place of Performance: The obligations and undertakings of each of the parties to this agreement shall be performable in Waco, McLennan County, Texas.

(f) Notices: Any notice required or permitted to be given hereunder or under the laws of this state shall be given in *writing* and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below:

County: McLennan County, Texas
Attention: County Judge
501 Washington, Suite 214
Waco, Texas 76701

City: City of Gholson
155 Wesley Chapel Rd.
Waco, TX 76705

Either party may by notice to the other specify a different address for notice purposes.

(g) No Continuing Responsibility: This Agreement is for the work described only, and does not include subsequent maintenance, repair or monitoring of the work. City of Gholson is solely responsible for monitoring the work, making needed repairs and doing required maintenance.

(h) Current Revenues: The payments under this agreement by City of Gholson shall be from current revenues available to City of Gholson.

(i) Force Majeure: Other than City of Gholson obligation to make required payments under this agreement, the parties shall not be held to be in breach of this agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions, or preemptions, embargoes, the act of default of the other party, or other events beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.

(j) Disclaimer and Waiver of Warranties: County specifically disclaims any warranties regarding the materials or work provided under this contract. City of Gholson agrees that no warranties express or implied have been made as to the materials or work.

791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.).

(l) Availability of County Equipment Materials, and Labor: No set date for performance of this agreement by the County is imposed hereby, and City of Gholson agrees that performance by County under this agreement is subject to the availability of equipment, materials and labor, and that the County must first use its resources to endeavor to perform its own governmental functions. However, the County agrees to make all reasonable efforts to perform under this contract at the date and time requested by City of Gholson, and not to unreasonably delay in performing hereunder.

(m) The parties agree that, pursuant to Chapter 701 .014, Government Code (formerly Art. 4413 (32c), 4B) the McLennan County Commissioners Court must give specific written approval to each individual project under this interlocal agreement before the project is begun. Such approval may be made by the minutes of the Commissioners Court and will describe the type of the project to be undertaken and identify the location of the project.

(n) Binding Effect: This contract shall be binding on the parties hereto and their heirs, successors, and assigns.

(o) Approval of Contract: This contract must be approved by the governing bodies of each of the parties in accordance with Texas law.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 9 day of July 2002

ATTEST: J.A. "ANDY" HARWELL, COUNTY CLERK
McLennan County, Texas

By: Bettie Kupcak
Bettie Kupcak, Deputy County Clerk

Jim Lewis, County Judge

ATTEST:

D. R. ...

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between City of Gholson and McLennan County, (hereinafter "County"), Texas, on the 2nd day of October, 2001.

WHEREAS, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the County; and

WHEREAS, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and the work performed; and

WHEREAS, City of Gholson and the County have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioner's Court as required by the statute.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section I: Terms of Agreement:

(a) Work to Be Performed and Material to be Provided by County/Scope of Project:

Pave Brazos Loop

\$11,620.00

(b) Contract Sum:

Lump Sum: City of Gholson agrees to pay a sum not to exceed \$11,620.00 (Eleven thousand six hundred twenty and no/100 dollars) to County for work and materials provided pursuant to Section I (a). Payment shall be made by City of Gholson within thirty (30) days after receipt of a statement for such work, materials and expenses by the County.

c. Agreement for Authorized Project Only: The parties agree that the scope of the work and materials to be provided by the County is limited to the project as authorized according to Chapter 791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.), and set out in this Agreement.

d. Additional Materials, Labor, or Equipment: In the event that additional materials, labor, or equipment is necessary to complete the project which were not provided for in the contract sum provided above, City of Gholson agrees to pay the County for the same at the rate of the actual cost of the additional materials, labor, or equipment provided plus N/A percent of said cost or, alternatively (and exclusively if provided herein) as follows:

Not Applicable; addressed in I. (b)

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(c) Warranty Regarding Property to be Improved: City of Gholson warrants that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property.

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(f) Notices: Any notice required or permitted to be given hereunder or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below:

County: McLennan County, Texas
 Attention: County Judge
 501 Washington, Suite 214
 Waco, Texas 76701

City: City of Gholson
 155 Wesley Chapel Rd.
 Waco, TX 76705

Either party may by notice to the other specify a different address for notice purposes.

(g) No Continuing Responsibility: This Agreement is for the work described only, and does not include subsequent maintenance, repair or monitoring of the work. City of Gholson is solely responsible for monitoring the work, making needed repairs and doing required maintenance.

(h) Current Revenues: The payments under this agreement by City of Gholson shall be from current revenues available to City of Gholson.

(i) Force Majeure: Other than City of Gholson obligation to make required payments under this agreement, the parties shall not be held to be in breach of this agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions, or preemptions, embargoes, the act of default of the other party, or other events beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.

(j) Disclaimer and Waiver of Warranties: County specifically disclaims any warranties regarding the materials or work provided under this contract. City of Gholson agrees that no warranties, express or implied, have been made as to the quality of the materials or work provided hereunder and expressly waives any such warranties.

(k) Prior Agreement/Amendment: This contract contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned

791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.).

(l) Availability of County Equipment Materials, and Labor: No set date for performance of this agreement by the County is imposed hereby, and City of Gholson agrees that performance by County under this agreement is subject to the availability of equipment, materials and labor, and that the County must first use its resources to endeavor to perform its own governmental functions. However, the County agrees to make all reasonable efforts to perform under this contract at the date and time requested by City of Gholson, and not to unreasonably delay in performing hereunder.

(m) The parties agree that, pursuant to Chapter 791.014, Government Code (formerly Art. 4413 (32c), 4B,) the McLennan County Commissioners Court must give specific written approval to each individual project under this interlocal agreement before the project is begun. Such approval may be made by the minutes of the Commissioners Court and will describe the type of the project to be undertaken and identify the location of the project.

(n) Binding Effect: This contract shall be binding on the parties hereto and their heirs, successors, and assigns.

(o) Approval of Contract: This contract must be approved by the governing bodies of each of the parties in accordance with Texas law.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 2 day of Oct, 2001.

ATTEST: J.A "ANDY" HARWELL, COUNTY CLERK

By: Bettie Kupcak
Bettie Kupcak, Deputy County Clerk

Jim Lewis
Jim Lewis, County Judge

ATTEST:

[Signature]
Mayor

Secretary