

**INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY, TEXAS AND
THE CITY OF CORRIGAN FOR USE OF WATER TOWER**

This Interlocal Agreement ("Agreement") is made by and between Polk County, Texas, a political subdivision of the State of Texas ("the County"), acting by and through its duly elected Commissioners Court, for the benefit of the Polk County Sheriff's Office, and the City of Corrigan, Texas ("the City"), a general law (Type A) municipality and political subdivision of the State of Texas, acting by and through its duly authorized representative (known collectively as "the parties").

W I T N E S S E T H:

WHEREAS, The Interlocal Cooperation Act, Texas Government Code Section 791 et seq authorizes local governments of the State of Texas to enter into contracts for performance of governmental functions and services in order to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in the Texas Government Code, Section 791.003(4), and have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, a consolidated effort between the County and City that would improve communication between law enforcement officers that serve both jurisdictions would increase the effective and efficient functioning of each party; and

WHEREAS, the County owns communications equipment which operates most effectively when placed at a great height, and the City owns a water tower of a sufficient height to allow effective operation of the County's communications equipment, and both parties would be benefited by the increased effectiveness of communication between law enforcement and emergency personnel such equipment would provide;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS OF THE COUNTY

- A. The County is responsible for installing communications equipment atop the city-owned water tower located at 203 North Collins Street, Corrigan, Texas, and in the City of Corrigan Police Department located at that same address. All City of Corrigan permits are waived for this project, if any should be necessary at all.
- B. The County will provide the personnel, equipment, tools and the like necessary to install and maintain the communications equipment contemplated by subsection (I)(A) above, and shall attempt to keep disruption of the day-to-day business of the City and its employees to a minimum.
- C. The County shall, to the extent authorized under the Constitution and laws of the State of Texas, hold the City harmless from liability resulting from the negligent acts or omissions of the

County, its officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this agreement; provided, however, the County shall not hold the City harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the City, its officers, agents, representatives, or employees, or any person or entity not subject to the County's supervision or control.

II. OBLIGATIONS OF THE CITY

- A. The City agrees to allow the County's equipment and personnel access to the City-owned property including, but not limited to, the property at 203 North Collins Street, Corrigan, Texas, for the purpose of installing and maintaining the communications equipment contemplated by this agreement.
- B. The City shall, to the extent authorized under the constitution and laws of the State of Texas, hold the County, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this agreement, including but not limited to the use by the City of the results obtained from the activities performed by the County under this Agreement; provided, however, the City shall not hold the County harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, or incident to, or resulting directly or indirectly from the negligence (whether sole, joint, concurring or otherwise) of the County, its officers, agents, representatives, or employees, or any person or entity not subject to the City's supervision or control.

III. TERM, TERMINATION

- A. This Agreement shall be effective on the date of execution by all parties, and shall continue from month to month until terminated as provided herein. This agreement is non-renewable and non-assignable.
- B. If either party hereto desires to terminate this agreement, the party desiring termination shall request such termination in writing, sent by certified mail, return receipt requested to the other party. Upon receiving the request for termination, the County shall have thirty (30) days from its receipt to remove any County-owned equipment that was installed or maintained pursuant to this agreement from the City-owned property, and this agreement shall terminate at the end of said thirty (30) day period.

IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the agreement shall not be affected thereby. It is the intent of the parties signing this agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by

reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this agreement.

- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Polk County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this agreement will take place in Polk County, Texas.
- C. Alteration, Amendment, or Modification. This agreement may not be altered, amended, or modified except in writing, approved by the County Judge of Polk County and the duly authorized representative of the City of Corrigan.
- D. Notice. The address of City for all purposes shall be:

Mandy K. Risinger, City Manager
City of Corrigan
101 W. Ben Franklin St.
Corrigan, Texas 75939

The address for the County for all notices hereunder shall be:

Kenneth Hammack, Sheriff
Polk County, Texas
1733 N. Washington
Livingston, Texas 77351

- E. Independent Relationship. Both parties hereto, in the performance of this agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. No Waiver of Immunities. Nothing in this agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- G. Compliance with Laws. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every

kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

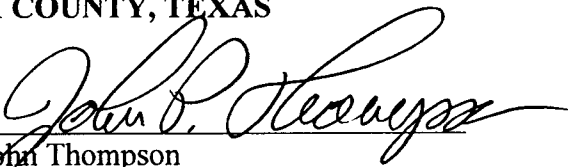
- I. Disclaimer of Warranty. The County hereby expressly disclaims any warranty of suitability, fitness for a particular purpose or any other warranty, whether express or implied, related to the quality and suitability of its performance, personnel, equipments, results, or the like.

CITY OF CORRIGAN, TEXAS

By: _____
Mandy K. Risinger, City Manager

Date: _____

POLK COUNTY, TEXAS

By:  _____
John Thompson
County Judge

Date: November 10, 2009