

INTERLOCAL AGREEMENT

FOR ENVIRONMENTAL ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Goodrich, a municipality situated in Polk County, Texas, acting by and through its duly authorized city council, (hereinafter referred to as "the City") and Polk County, Texas, acting by and through its duly authorized Commissioners Court (hereinafter referred to as "the County"), (known collectively as "the Parties").

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, the County has, acting by and through its Commissioners Court, created the position of Environmental Enforcement Officer in order to enforce county regulations and state laws applicable to public nuisance, illegal dumping and various other infractions that have an environmental impact; and

WHEREAS, the County hereby expressly finds that an agreement to provide environmental enforcement services to City via County's Environmental Enforcement Officer serves a public purpose that benefits the citizens of the Parties.

NOW, THEREFORE, the County and the City, for and in consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged by the Parties, hereby agree as follows:

The City hereby grants the County's Environmental Enforcement Officer the express and implied authority to enforce the county regulations contained in the "Public Nuisance Abatement Procedures" passed by the County on September 22, 2015, as well as the state laws applicable to nuisance abatement and illegal dumping found within the Texas Health and Safety Code, within the City limits of Goodrich.

The County hereby agrees to allow its Environmental Enforcement Officer to assist the City in enforcing the county regulations and state laws mentioned in the paragraph above within the City limits of Goodrich.

Term

The term of this Agreement shall be for one (1) year from the date it is executed by the Parties, and shall self-renew for successive one (1) year periods unless terminated as provided herein.

Expenses

For and in consideration of the County allowing its Environmental Enforcement Officer to serve within the City as contemplated by this Agreement, the City hereby agrees to reimburse the County for any and all actual expenses incurred by the Environmental Enforcement Officer and/or the County as a result of enforcement of the county regulations and state laws mentioned hereinabove within the City

limits, such costs incurred in mailing notices, performing title searches and other reasonable cost necessarily incurred by the Environmental Enforcement Officer in performing his duties under this Agreement.

Termination

It is further agreed by and between the Parties that each shall have the right to terminate this Agreement by providing written notice to the other party not less than thirty (30) days before the Agreement is set to self-renew as provided herein.

Entirety

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written communications shall have any force or effect if not contained herein.

Indemnity

For an in consideration of County allowing its Environmental Enforcement Officer to serve within the City as contemplated by this Agreement, City hereby agrees to indemnify and hold the County harmless for any acts or omissions of the Environmental Enforcement Officer while performing his duties under the terms of this Agreement.

Modification

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by the Parties.

Authorization

The undersigned officer and/or agent of the parties hereto are properly authorized officials, and each has 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 such authority have been duly passed are now in full force and effect.

Notice

All notice and communications under this Agreement must be sent by United States certified mail, return-receipt requested, to the parties at the following addresses:

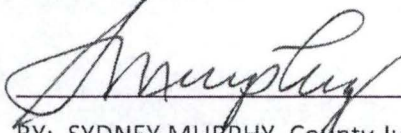
To the County: Polk County Judge

Polk County
101 West Church Street, Ste. 300
Livingston, TX 77351
Attn: Judge Sydney Murphy

To the City of Goodrich: Mayor of Goodrich

City of Goodrich
P. O. Box 277
Goodrich, Texas 7735-0277
Attn: Mayor Jeremy Harper

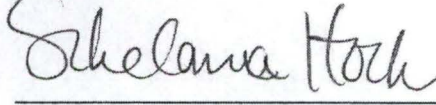
COUNTY OF POLK



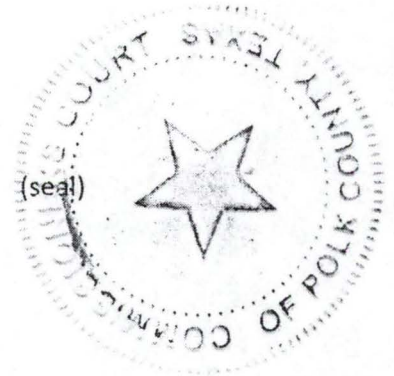
BY: SYDNEY MURPHY, County Judge

The foregoing agreement was approved by the Commissioners' Court of Polk County at its duly announced public meeting held on the 13th day of October, 2015.

ATTEST:



SCHELANA HOCK, County Clerk



CITY OF GOODRICH

BY: JEREMY HARPER, Mayor

The foregoing agreement was approved by the City Council of the City of Livingston at its duly announced public meeting held on the _____ day of _____, 2015.

ATTEST:

City Secretary

(seal)