

RESOLUTION NO. R2021-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR.

**Whereas**, the City and County are authorized under Texas Government Code Chapter 791 to enter into agreements for the performance of governmental services and functions; and

**Whereas**, the Commissioner's Court has approved the attached Inter-Local Agreement for the County to provide manpower and equipment in an amount not to exceed \$15,000.00 for maintenance and repair of City Streets for the current fiscal year; and

**Whereas**, City Council deems it within the Public Interest to enter into said agreement.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:**

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Agreement approved.** The Inter-Local Agreement by and between the City and County of Burnet, and attached hereto, is hereby approved.

**Section 3. Authorization.** The mayor is hereby authorized to execute the attached agreement on behalf of the City and execute ancillary documents and take such action as is reasonably necessary to facilitate the purposes of this Resolution.

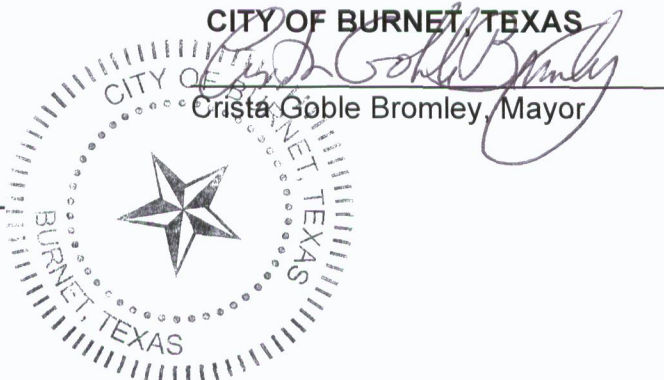
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

**Section 5. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the 9<sup>th</sup> day of February, 2021.

ATTEST:

  
Kelly Dix, City Secretary



INTER-LOCAL AGREEMENT BETWEEN  
BURNET COUNTY, TEXAS  
AND

THE CITY BURNET, TEXAS

This Agreement is made on the 12<sup>th</sup> day Of January, 2021 by and between the COUNTY OF BURNET, a political subdivision of the State of Texas, hereinafter referred to as "BURNET COUNTY" and the CITY OF BURNET, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with a one course seal coat on selected city roads. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.



#### DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated earlier than thirty (30) days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one year period or September 30, 2021, whichever occurs first.

#### COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

#### RELATIONSHIP OF PARTIES

The parties intend that BURNET COUNTY, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither BURNET COUNTY, its agents, employees, volunteer help or any other person operating under this AGREEMENT, shall not be entitled to participate in any pension or other benefits that BURNET COUNTY provides it employees.

#### NOTICE TO PARTIES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

#### MISCELLANEOUS PROVISIONS

##### Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of not or effect except in a subsequent modification in writing signed both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

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

EXECUTED by the parties hereto, each respective entity actin by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Burnet, Texas

BY: *David Vaughn*  
David Vaughn, City Manager

DATE: 2/9/21

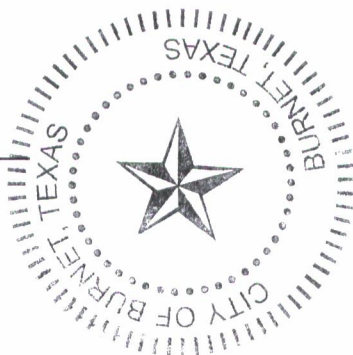
Burnet County, Texas

BY: *J. Oakley*  
James Oakley, Burnet County Judge

DATE: 1.12.2021

ATTEST:

*Kelly Dix*  
Kelly Dix, City Secretary



IN THE COMMISSIONERS' COURT OF  
BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH  
the CITY OF BURNET  
FOR  
Assisting City with one course seal coat during FY 2021

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the CITY OF BURNET hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

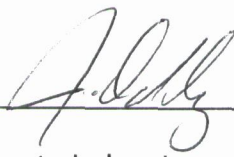
1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.

The proposed project is for BURNET COUNTY to: Assisting City with one course chip seal on approx. 3 miles of city roads.

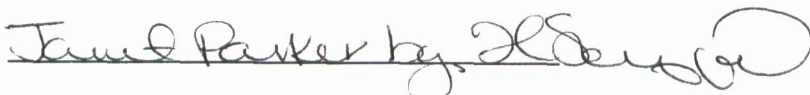
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date: 1-12-21

  
\_\_\_\_\_  
County Judge, James Oakley

Attest:



County Clerk, Janet Parker

Ex officio clerk of the Burnet County Commissioners' Court