



THE STATE OF TEXAS
COUNTY OF HENDERSON
Road & Bridge Precinct 4

INTERLOCAL COOPERATION AGREEMENT
FOR LABOR AND EQUIPMENT USE

THIS AGREEMENT is made and entered into the 14th day of March, 2023, by and between **Henderson County**, a political subdivision of the State of Texas, hereinafter referred to as **Henderson County**, and the **City of Berryville**, also a political subdivision of the State of Texas, hereinafter referred to as **Berryville**.

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, Berryville 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 Berryville; and

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

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

I.

The effectiveness of this agreement shall be the 14th day of March 2023.

II.

The initial term of this agreement shall be from the effective date hereof to and through the 13th day of March 2026.

III.

For the purposes and consideration herein stated and contemplated, Henderson County shall provide the following necessary and appropriate services for Berryville 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 Dollars (\$15,000.00)**. For the purposes of this agreement the year begins on March 14th and ends on March 13th the following year to-wit:

A. Examples of Henderson County equipment and labor in amounts that follow:

March 14, 2023 to March 13, 2024

1. Backhoe & Labor	39.11 hours @ \$63.91/hr =	\$2500.00
2. Dump Truck & Labor	26.79 hours @ \$93.31/hr =	\$2500.00
TOTAL	65.9 Hours	= \$5000.00

March 14, 2024 to March 13, 2025

1. Backhoe & Labor	39.11 hours @ \$63.91/hr =	\$2500.00
2. Dump Truck & Labor	26.79 hours @ \$93.31/hr =	\$2500.00
TOTAL	65.9 Hours	= \$5000.00

March 14, 2025 to March 13, 2026

1. Backhoe & Labor	39.11 hours @ \$63.91/hr =	\$2500.00
2. Dump Truck & Labor	26.79 hours @ \$93.31/hr =	\$2500.00
TOTAL	65.9 Hours	= \$5000.00

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- B. Work to be performed on a mutually agreeable timetable, by Sue Morgan, City Mayor, and Mark Richardson, Henderson County Commissioner, Precinct 4.
 - C. Work to be performed at the convenience of Henderson County, so as not to conflict with Henderson County 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 Berryville 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 Berryville.

IV.

The City of Berryville shall designate a suitable individual to act on behalf of the City to serve as "Liaison Officer" for Berryville with and between Berryville and Henderson County. The individual, or his designated substitute, shall coordinate the performance of all duties and obligations of Berryville herein stated: and, shall devote sufficient time and attention to the execution of said duties on behalf of Berryville in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the employees of Berryville , 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 Berryville and Henderson County; and,

V.

Henderson County designates Mark Richardson, 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 Berryville 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 Berryville .

VI.

INDEMNITY: BERRYVILLE 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 Berryville understands and agrees that Berryville, 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 Wade McKinney (or successors in office)
Henderson County Judge
Henderson County Courthouse Annex
Athens, Texas 75751

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

Sue Morgan (or successors in office)
Mayor, City of Berryville
23170 County Road 4117
Frankston, TX 75763

X.

This agreement represents the entire and integrated agreement between Berryville 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 Berryville 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.

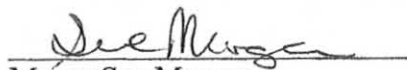
In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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 30th day of March 2023.


County Judge Wade McKinney
Henderson County, Texas


Mayor Sue Morgan
City of Berryville, Texas