



TYLER COUNTY

Milton Powers ***Tyler County Judge***

COMMISSIONERS

Joe Blacksher, Pct. 1
Doug Hughes, Pct. 2

COMMISSIONERS

Mike Marshall, Pct. 3
Charles I. Hudson, Pct. 4

WHEREAS, this Agreement if entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the maintenance of the city streets, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Tyler County, Texas and the Spurger ESD # 2; and

WHEREAS, Tyler County provides these services to the Spurger ESD #2 of Tyler County, and has the capacity to service the needs of the Spurger ESD # 2; and

WHEREAS, Tyler County and the Spurger ESD # 2 have investigated and determined that it would be advantageous and beneficial to the Spurger ESD #2;

WHEREAS, from time to time the Spurger ESD #2 may wish to engage Tyler County in various services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of County owned earth moving equipment, together with the labor and people of Tyler County, Texas; and

WHEREAS, the governing bodies of the Spurger ESD #2 and Tyler County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, the Spurger ESD #2 and Tyler County, deem it to be in the best interest of both entities to enter into this Agreement relative to the improving and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the Spurger ESD #2 and Tyler County agree as follows:

I.
SERVICES TO BE PERFORMED

The Spurger ESD #2 agrees to engage Tyler County from time to time to supply equipment and labor for improvements to Spurger ESD #2 property, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project. The services will be performed with materials provided by Spurger ESD #2.

II.
DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the _____ day of _____. The contract expires at midnight on _____, 20____. This contract may be extended for 2 renewals with the renewal fees and payments for each renewal term year to be negotiated and agreed to by the parties annually.

III.
COMPENSATION

The Spurger ESD # 2 shall pay Tyler County for the services referred to in Paragraph I at the FEMA rate of \$67.50 per hour for the use of county equipment and \$18.18 per hour of labor provided by Tyler County.

IV.
RELATIONSHIP OF PARTIES

The parties intend that Tyler 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 Tyler County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Spurger ESD #2 and not be entitled to participate in any pension or other benefits that Tyler County provides its employees.

V.
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 Tyler County shall be sufficient if made or addressed to the office of the County Judge, Notice to the Spurger ESD# 2 shall be sufficient if made or addressed to the office of the County Judge. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of the paragraph.

VI.
INDEMNIFICATION

Spurger ESD #2 agrees to promptly defend, indemnify and hold Tyler County 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 the Spurger ESD # 2, its agents, officers, and or employees in the performances of activities of duties pursuant to this Agreement.

VII.
ENTIRE AGREEMENT

This Agreement 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 no force or effect except in a subsequent modification in writing signed by both parties. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of the Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Tyler 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 been duly passed and approved and are now in full force and effect.

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

SPURGER ESD # 2

TYLER COUNTY, TEXAS

By: _____

By: _____

Name: _____

Date: _____

County Judge



TYLER COUNTY

Milton Powers
Tyler County Judge

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The Commissioners Court of Tyler County, Texas, in Compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contract with the Spurger ESD # 2, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.
The proposed project is for Tyler County to:

DESCRIBE PROJECT, AND INCLUDE SUFFICIENT DETAIL TO IDENTIFY THE SCOPE OF WORK, AND
LOCATION OF THE PROJECT, IF POSSIBLE BY REFERENCE TO PROPERTY DESCRIPTION IN DEED RECORDS

The Commissioners Court of Tyler County, Texas specifically finds that herein described project would serve a public purpose and would be beneficial to the citizens of Tyler County, Texas.

Date: _____

Milton Powers, County Judge
Tyler County

Attest:

Donece Gregory, County Clerk,
Ex officio clerk of the Commissioners Court

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #3

Commissioner, Precinct #4

ATTEST:

County Clerk, Tyler County, Texas