

INTERLOCAL AGREEMENT BETWEEN CHAMBERS COUNTY
AND
TRINITY BAY CONSERVATION DISTRICT

THE STATE OF TEXAS }

COUNTY OF CHAMBERS }

THIS AGREEMENT, made and entered into by and between CHAMBERS COUNTY, TEXAS, a body corporate and politic, hereinafter called "COUNTY" acting herein by and through its COUNTY Judge, and TRINITY BAY CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "DISTRICT", organized and existing under the Laws of the State of Texas, acting herein through its Board President;

WITNESSETH:

WHEREAS, said COUNTY and DISTRICT, pursuant to the provisions of Chapter 791, Interlocal Cooperation Act, Texas Government Code, as amended, have determined that it would be in the best interest of COUNTY and DISTRICT and to the inhabitants thereof that provisions be made for THE SHARING OF MATERIAL, EQUIPMENT AND PERSONAL for the maintenance of COUNTY's roads and ditches and the DISTRICT's ditches and infrastructure.

NOW, THEREFORE, THE DISTRICT AND COUNTY AGREE that each may from time to time perform such work or services, or provide such materials or supplies, provided however, all such work or services shall be performed and all such materials or supplies shall be provided in accordance with the following terms and conditions, to-wit:

1. DISTRICT may request COUNTY to perform any project or provide any materials or supplies within the scope of this Agreement by use of a written purchase order issued by DISTRICT. Prior to action on a written purchase order, COUNTY may require DISTRICT to provide information it shall deem necessary to evaluate a written purchase order, including applicable plans and specifications. COUNTY will then provide DISTRICT a good faith estimate of cost and expense.

All requests by DISTRICT to the COUNTY must be approved in writing by the Commissioners Court of COUNTY before any work or labor is performed or materials are set aside, purchased or otherwise acquired. All project approval resolutions by COUNTY must specifically describe the project to be undertaken and identify the project's location.

DISTRICT, in consideration of the full and true performance of such work by COUNTY or the provision of such materials or supplies, hereby agrees and binds itself to pay COUNTY all costs incurred by COUNTY in connection with same, including but not limited to the costs of all labor, material and equipment used or provided by COUNTY.

Upon completion, COUNTY shall submit to DISTRICT a statement of costs incurred for any work performed or materials or supplies provided. DISTRICT shall remit to COUNTY Treasurer payment of such costs within thirty (30) days of receipt of the aforementioned statement. All payments by DISTRICT to COUNTY hereunder shall be paid in full from current revenues.

DISTRICT hereby represents that funds are or will be available from its budget for the then current fiscal year for payment of any purchase order issued hereunder.

2. COUNTY may request DISTRICT to perform any project or provide any materials or supplies within the scope of this Agreement by use of a written purchase order issued by COUNTY. Prior to action on a written purchase order, DISTRICT may require COUNTY to provide information it shall deem necessary to evaluate a written purchase order, including applicable plans and specifications. DISTRICT will then provide COUNTY a good faith estimate of cost and expense.

All requests by COUNTY to the DISTRICT must be approved in writing by the Board of the DISTRICT before any work or labor is performed or materials are set aside, purchased or otherwise acquired. All project approval resolutions by DISTRICT must specifically describe the project to be undertaken and identify the project's location.

COUNTY, in consideration of the full and true performance of such work by DISTRICT or the provision of such materials or supplies, hereby agrees and binds itself to pay DISTRICT all costs incurred by DISTRICT in connection with same, including but not limited to the costs of all labor, material and equipment used or provided by DISTRICT.

Upon completion, DISTRICT shall submit to COUNTY a statement of costs incurred for any work performed or materials or supplies provided. COUNTY shall remit to DISTRICT payment of such costs within thirty (30) days of receipt of the aforementioned statement. All payments by COUNTY to DISTRICT hereunder shall be paid in full from current revenues.

COUNTY hereby represents that funds are or will be available from the budget for the then current fiscal year for payment of any purchase order issued hereunder.

COUNTY AND DISTRICT may mutually agree to perform work for each other and receive payment IN KIND, being materials, equipment and/or manpower.

3. This Agreement shall be effective on and from its date of execution and its term shall be one (1) year after the date hereof and it shall be renewed and deemed renewed annually in the event neither party hereto gives written notice by certified mail, return receipt requested prior to the annual renewal date.
4. The work done by COUNTY and DISTRICT pursuant to this Agreement shall be executed, performed and completed in good, substantial and workmanlike manner. However, COUNTY and DISTRICT makes no warranties herein, expressed or implied,

with regard to any and all construction or repair projects or the furnishing of any labor or materials.

5. Nothing herein is intended to require COUNTY or DISTRICT to provide any right of way, easement, clearance, waiver, permit or study.
6. COUNTY and DISTRICT shall not be liable for any delay in the performance of any project which may be caused by reason of unavoidable accident, act of God, intentional or negligent acts of third parties, or other circumstances beyond its control. It is further understood and agreed that COUNTY and DISTRICT shall perform a project only after and subject to fulfilling commitments and priorities on other COUNTY or DISTRICT projects.

EXECUTED this the 28 day of February, 2012.

TRINITY BAY CONSERVATION DISTRICT

CHAMBERS COUNTY, TEXAS



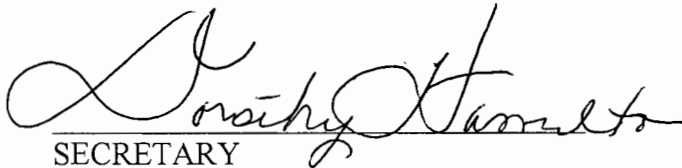
PRESIDENT



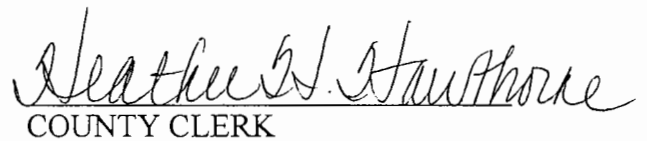
COUNTY JUDGE

ATTEST:

ATTEST:



SECRETARY



COUNTY CLERK