

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made this 30 th day of March, 2020 by and between the City of Winnsboro, Texas, the City of Quitman, Texas, the City of Mineola, Texas, the City of Mt. Vernon, Texas and the Cypress Spring Special Utility District (hereinafter referred to as the District), is for the mutual cooperation and assistance between these cities and utility districts during periods of emergency or critical conditions allowing for the cities and districts to provide mutual aid needed as a result of a loss of labor force or inadequate labor force due to emergency or critical conditions.

The purpose and intent of the interlocal cooperation agreement is to ensure essential water and wastewater treatment and water distribution services to each Community and District, ensuring continued public safety, health and well-being.

THIS AGREEMENT is effective upon the approval of the chief executive and/or administrative officer of each party.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

(1) Each City and District will maintain complete autonomy in determining the need for assistance and for the lending of assistance to another City or District. No City or District shall have the authority to require another City or District to provide assistance or be required to seek assistance.

(2) This agreement is subject to Texas Government Code section 791.27 regulating the request for and authorization of emergency assistance between local governments.

(3) Cities or Districts facing emergency or critical conditions which seek assistance under this agreement shall be responsible for the purchase and/or acquisition of all necessary supplies, materials, and equipment needed to address the critical need. In the event the Impacted City or District cannot obtain or secure necessary supplies, materials, and equipment, Cities or Districts providing assistance may provide these, but it is understood and agreed that the impacted City or District shall reimburse the City or District providing necessary supplies, materials, and equipment the full cost for their use within 30 days after the emergency or critical condition is resolved.

(4) Cities or Districts facing an emergency or critical conditions that seek assistance under this agreement shall be responsible for payment of all costs associated with the use of the labor force from the lending City or District. These costs include all costs of regular and overtime pay, benefits and travel (set at federal IRS allowable rate) to and from the Impacted City or Districts' site. It is understood that the impacted City or District shall reimburse the Cities or Districts providing the labor and all associated costs within 30 days after the emergency or critical condition is resolved. Any and all payments must be made from current revenues available to the city or district.

(5) To the extent allowable by law, all impacted Cities or Districts agree to indemnify and hold harmless other Cities or Districts providing materials, supplies, equipment or labor to assist during times of emergency or critical conditions. Cities and Districts shall indemnify and hold harmless the City or District from any loss, liability, damage or costs, including court cost and attorney fees, which they may incur due to their provision of mutual assistance under this agreement. Impacted Cities and Districts

agree to check with their insurance provider to allow for and request for an extension or expansion of coverage to include assisting Cities and Districts as well as their employees as co-insured.

(6) Impacted Cities and Districts shall be responsible for filing and securing any emergency assistance for any and all eligible costs associated with the emergency or critical condition.

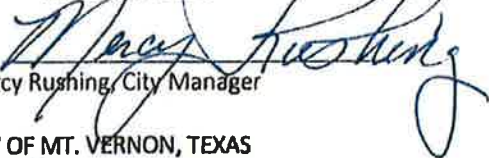
(7) Cities and Districts may withdraw from this interlocal cooperation agreement at any time with seven (7) days notices to other participating Cities and Districts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the \_\_\_\_<sup>th</sup> day of March, 2020.

CYPRESS SPRINGS SPECIAL UTILITY DISTRICT

By:   
Kevin Spence, General Manager

CITY OF MINEOLA, TEXAS

By:   
Mercy Rushing, City Manager

CITY OF MT. VERNON, TEXAS

By:   
Tina Rose, City Administrator

CITY OF QUITMAN, TEXAS

By:   
Rodney Kieke, City Administrator

CITY OF WINNSBORO, TEXAS

By:   
Craig Lindholm, City Administrator