

INTERLOCAL AGREEMENT BETWEEN HILL COUNTY AND THE CITY OF BYNUM

2024-4047

State of Texas §
County of Hill §

This interlocal agreement "agreement" is entered into by and between the parties, Hill County, Texas ("County") and the City of Bynum (City).

Pursuant to the provisions of interlocal cooperation Act, Texas Government Code 791.01 et seq., as amended, the parties to this agreement have determined that it is in the best interest of the citizens of the County as a whole and the City to enter into this agreement for the benefit of said citizens, and therefore agree and therefore have agreed and do hereby agree as follows:

Article I

Purpose

The county specifically finds that all of the street / maintenance set forth below serves a county purpose because said streets are an integral part of or connecting link with a Hill County Road such streets are major throughfares necessary for travel from one part of the county to another or are used by a significant number of county residents. Therefore, the county specifically finds that an expenditure of public funds for such county purpose constitutes county business. The city finds that it will benefit by receiving this service and will pay the County's reasonable labor & material expense for this work. The parties to this Agreement agree that such time as are convenient and practical for the County, at the discretion of the County Commissioner.

Article II

Term

This agreement shall be effective upon the approval and signing of both entities and shall be renewed annually or when needed by board members. This agreement may be terminated at any time for any reason by either party with thirty days' notice.

Article III

Responsibilities of City

The city shall pay Hill County for reasonable labor and material expenses associated with this work.

Article IV

No Waiver of Immunity or Defenses

The parties to this Agreement agree that each shall only perform activities in furtherance of this Agreement that are public and governmental in nature, and that neither the County nor the City Waives nor relinquishes any immunity or defense on behalf of itself or its officers or employees as a result of its execution of this Agreement and performance of the governmental functions described herein. The execution of this Agreement by the City and the County does not in any manner limit, impair, diminish, or affect the rights or power of the parties to perform other governmental functions as authorized by law, or to enter other interlocal agreements.

Article V

The parties expressly agree that this agreement shall be construed in accordance with the laws of the State of Texas. The Venue for any dispute involving the respective obligations of the parties pursuant to this agreement to this Agreement shall be in Hill County, Texas.

Article VI

Complete Understanding

This Agreement shall constitute the complete understanding of the City and the County and may not be modified in any manner without the express written consent of both parties.

Article VII

Duplicate Originals

This Agreement is executed in two (2) copies, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

Article VII


Authorized Signatures

The undersigned individuals have been authorized by their respective governing bodies to execute this Agreement on behalf of the City and the County.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto.

HILL COUNTY

CITY OF BYNUM



Judge Lewis, County Judge



Mayor Lori Youngblood & City Secretary Mickey Runion

Date: 2-13-2024

Date: 01.10.24

A detailed written description of the work to be performed and project location must be set forth in a separate written agreement as required by § 791.014 Tx. Loc. Gov. Code. Said separate written agreement must be approved by a vote of the commissioners Court prior to beginning work contemplated b this Interlocal Agreement.

2024-4047

Project Approval

This document constitutes a separate written agreement to be approved by the Commissioner's Court as required by Texas Local Government Code § 791.014

Project Location: City of Bynum, TX

Precinct: Precinct 3, Hill County

Description of the project to be undertaken: The City of Bynum is willing to pay for the county labor expense and materials associated with the work to performed under this agreement.

Approved by the Hill County Commissioner's Court this _____ day of _____, 2024

Justin W. Lewis Hill County Judge

Commissioner Pct. 1

Print Name & Signature

Commissioner Pct. 2

Print Name & Signature



Commissioner Pct. 3

Print Name & Signature



Commissioner Pct.4

Print Name & Signature



Project Approval

2024 - 4047

This document constitutes a separate written agreement to be approved by the Commissioner's Court as required by Texas Local Government Code § 791.014

Project Location: City of Bynum, TX

Precinct: Precinct 3, Hill County

Description of the project to be undertaken: To fill in the depressions in the road surface along the residential streets:

At least 2 times per year fill depressions in all the roads of the City of Bynum and we would like to have the roads surrounding the school completed in July or August before the start of school. Replace or repair culverts in the roadways on an as needed basis. Grade certain roads within the city limit to the specified width of 60 ft. as needed. We currently have some properties that have grown into the road. Grading and smoothing roads to fix and or prevent washboard effect.

All jobs need an estimate given to the city for approval prior to work beginning.

The City will pay for the County's Material & Labor cost expense associated with the work that will be performed under this agreement. As a portion of the payment, the city will waive the water and sewer bill for Precinct 3, county barn for the duration of this agreement.

Approved by the Hill County Commissioner's Court on this ____ day of _____, 2024.

Justin W. Lewis Hill County Judge

Commissioner Pct. 1

Print Name & Signature

Commissioner Pct. 2

Print Name & Signature

Harry Crumpton

Commissioner Pct. 3

Print Name & Signature

[Signature]

Commissioner Pct.4

Print Name & Signature

[Signature]

2024-4047

Project Approval

This document constitutes a separate written agreement to be approved by the Commissioner's Court as required by Texas Local Government Code § 791.014

Project Location: City of Bynum, TX

Precinct: Precinct 3, Hill County

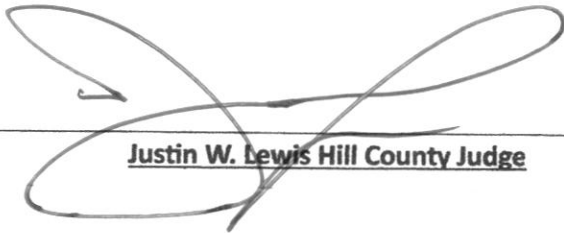
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Approved by the Hill County Commissioner's Court on this 13th day of FEB, 2024.



Justin W. Lewis Hill County Judge

Commissioner Pct. 1

Print Name & Signature

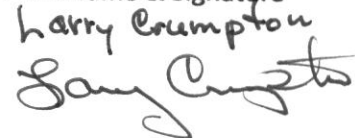
Commissioner Pct. 3

Print Name & Signature



Commissioner Pct. 2

Print Name & Signature



Commissioner Pct. 4

Print Name & Signature

