

**INTERLOCAL AGREEMENT BETWEEN WALLER COUNTY AND
CITY OF PATTISON FOR THE REPAIR AND GRADING OF CITY STREETS**

THE STATE OF TEXAS §

COUNTY OF WALLER §

This Agreement is between Waller County, hereinafter called "County," and the City of Pattison, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state;

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions, including for the performance of services in the general area of streets, roads and drainage; and

WHEREAS, the County recognizes the need to provide safe and well-maintained public roadways, including city streets, for the benefit its citizens; and

WHEREAS, the City recognizes the need to provide safe and well-maintained public roadways the City for the benefit of its citizens; and

WHEREAS, both the County and City recognize the need for repairs to the City's streets, for the public purpose of providing safe and well-maintained public roadways for its citizens; and

WHEREAS, the County has manpower, equipment, and other resources to facilitate repairs; and

WHEREAS, the City has manpower, equipment, and other resources to facilitate repairs; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment, and other resources; and

NOW, THEREFORE, both the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows:

1. The County and City agree that road work and repair shall be governed on the following roads as set forth herein:

Clapp Road: FM 359 to FM 362 – Shall be maintained by Waller County; All the sections in the City will be maintained by the County including roadside ditch drainage.

Durkin Road: FM 359 to Royal Road – Shall be maintained by City of Pattison; All the sections in the County will be maintained by the City.

Royal Road: Durkin Road to FM 362 – Shall be maintained by City of Pattison; All the sections in the County will be maintained by the City.

Sterling Road: City Limits to approximately 700 feet South; Shall be maintained by City of Pattison; however, County will rehabilitate this section of road later this year when County rehabilitates the County's section of Sterling Road. The City shall contribute \$10,000.00 for road base, prime coat, and surfacing materials.

2. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
3. The Commissioner of Precinct 3 and 4 and the City Mayor shall coordinate reasonable requests for work done under this agreement.
4. The County and City understand that this agreement may be limited by budgetary restrictions, or the authority provided by the parties' respective governing bodies. Notwithstanding any provisions herein, this interlocal agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. If no funds or insufficient funds are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
5. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.
6. The County agrees to exercise due diligence in the routine maintenance of County equipment.
7. The term of this Agreement is for a period beginning on the date the Agreement is executed

and lasting five (5) years and shall automatically renew for successive 1 (one) year terms unless terminated as provided herein. Either party has the right to terminate this contract at any time upon fifteen (15) days written notice to the other party.

8. Notices to City shall be deemed given when delivered in person to the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at PO Box 223, Pattison, Texas 77466.

Notices to Waller County shall be deemed given when delivered in person to the Office of the County Judge or the next business day after the mailing of said notice addressed to Waller County by United States mail, certified or registered mail, return receipt requested, and postage paid at _____.

9. This Agreement shall be executed in duplicate originals.

Executed on this the _____ day of _____, 2024, by County Judge, on behalf of Waller County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2024, by the City Mayor, on behalf of the City of Pattison, Texas, after approval by City Council.

COUNTY OF WALLER

CITY OF PATTISON

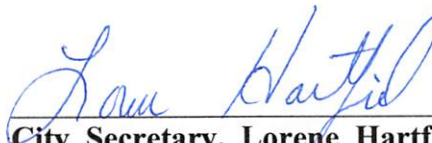
Waller County Judge



Mayor, Daphney Kirby, City of Pattison

ATTEST:

Waller County Clerk



City Secretary, Lorene Hartfiel, City of
Pattison