



RESOLUTION NO. 20160322-03

A RESOLUTION AUTHORIZING INTERLOCAL COOPERATION AGREEMENT WITH PRECINCT 4 OF BOWIE COUNTY, TEXAS AND TEXAMERICAS CENTER FOR ROAD REPAIR PROJECTS AND CONCRETE REMOVAL

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Bowie County, of which Precinct 4 is a part of a political sub division of the State of Texas, organized and operating pursuant to the provisions of the Texas Constitution and the statutes of the State of Texas; and

WHEREAS, TexAmericas Center may have the need for minor road repairs and maintenance within the boundaries of TexAmericas Center property and TexAmericas Center has limited equipment, materials and employees to do repairs and maintenance of roads and right of ways; and

WHEREAS, TexAmericas Center may have excess concrete which needs to be removed from the property and Precinct 4 of Bowie County, Texas can pick up and clean up the impacted area; and

WHEREAS, Precinct 4 of Bowie County, Texas has the equipment, materials and employees to assist in minor repairs and maintenance of roads and right of ways and pick up and/or clean up excess concrete located within the boundaries of TexAmericas Center; and

WHEREAS, TexAmericas Center and Precinct 4 of Bowie County, Texas desire to enter into an Interlocal Cooperation Agreement for road repair projects and concrete removal and;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to enter into and execute on behalf of TexAmericas Center the Interlocal Cooperation Agreement by and between TexAmericas Center and Precinct 4 of Bowie County, Texas in substantially the form of the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

PASSED and APPROVED this 22nd day of March, 2016.


Denis Washington, Chairman of the Board

ATTEST:


Boyd Sartin, Secretary/Treasurer

Attached: Exhibit A-ICA

INTERLOCAL COOPERATION AGREEMENT
PRECINCT 4 OF BOWIE COUNTY AND TEXAMERICAS CENTER

This agreement is made and entered into by and between Precinct 4 of Bowie County, Texas and TexAmericas Center, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and in consideration of the premises and mutual promises, covenants and agreements contained herein.

Recitals

WHEREAS, Bowie County, of which Precinct 4 is a part of a political sub division of the State of Texas, organized and operating pursuant to the provisions of the Texas Constitution and the statutes of the State of Texas: and

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas organized and operating pursuant to the provisions of the Texas Constitution and the statutes of the State of Texas: and

WHEREAS, Precinct 4 of Bowie County, Texas, has the equipment, materials and employees to assist in minor repairs/maintenance of roads and right of ways located within the boundaries of TexAmericas Center: and

WHEREAS, TexAmericas Center has limited equipment, materials and employees to do minor repairs/maintenance of roads and right of ways located within the boundaries of TexAmericas Center;

NOW, THEREFORE, it is agreed by and between Precinct 4 of Bowie County, Texas and TexAmericas Center as follows:

1. Precinct 4 of Bowie County, Texas agrees to do minor repairs/maintenance including, but not limited to the filling of pot holes, blade patching, removal of base material and replacement with asphalt, edging, signage, mowing of right of ways, installation of crossroad and driveway culverts and ditch dipping. This agreement further allows Precinct 4, upon request of TexAmericas Center, to remove unneeded concrete remnants such as roadways, building foundations and parking areas, transport said concrete from the premises and crush or otherwise prepare the material for road repair purposes in other areas of Precinct 4. In such event, Precinct 4 shall not be required to pay for said excess concrete remnants, but shall fill and grade the area from which the concrete is removed, leaving a smooth surface suitable for future development by TexAmericas Center.
2. Request for minor repair/maintenance by TexAmericas Center must be made in writing and approved by the Commissioner of Precinct 4 prior to any work beginning.
3. TexAmericas Center will pay for all materials, employee time and equipment cost as per the amounts listed in the computer program maintained by Precinct 4 of Bowie County, Texas or in

kind amount equivalent. Said payments shall be made to Precinct 4, Bowie County, Texas within thirty (30) days of work being completed and upon receipt of the bill from Precinct 4.

4. The parties agree that this agreement shall be subject to cancellation by written thirty (30) days notice by either party.
5. This Agreement shall be governed exclusively by the laws of the State of Texas.
6. In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
7. The parties to this Agreement shall not exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
8. The parties to this Agreement hereby agree that Precinct 4 of Bowie County, Texas, shall not be held liable for any damages or claims for damages resulting from the work performed pursuant to the Agreement.
9. The parties designate the following persons as their respective representatives for any communications pertaining to this Agreement;

Precinct 4, Bowie County

TexAmericas Center

Attn: Mike Carter

Attn: Scott Norton

801 South Highway 8

107 Chapel Lane

New Boston, Texas 75570

New Boston, Tx. 75570

(903) 628-2278

(903) 223-9841

10. Should any portion of this Agreement be determined or declared invalid, illegal or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
11. This Agreement may be amended only by a written document signed by the duly authorized representative of the parties hereto.
12. In the event of a dispute arising under this Agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute, in accordance with the Interlocal Cooperation Act, Section 791.015, the parties shall submit all disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code. Each party shall pay its own costs and expenses, including attorney's fees, incurred during any fact of dispute resolution.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be effective upon the date of the last of the parties to execute the same.

PRECINCT 4, BOWIE COUNTY, TEXAS

By: Mike Carter

Mike Carter, Commissioner

Date: 3-30-16

TEXAMERICAS CENTER

By: Scott Norton

Scott Norton, Executive Director/CEO

Date: 3/23/16