

INTERLOCAL AGREEMENT
BETWEEN UPSHUR COUNTY, TEXAS and UNION GROVE, TEXAS

THIS INTERLOCAL AGREEMENT is entered into between the County of Upshur, acting by and through its Commissioners' Court, and hereinafter referred to as "Upshur County", and the City/Village of Union Grove, hereinafter referred to as "Union Grove." Upshur County and Union Grove do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of, and repair of roads within the boundaries of Union Grove, Texas.

RESPONSIBILITY OF UNION GROVE: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Union Grove, Texas, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress according to the schedule attached hereto as Exhibit A.

Upshur County and Union Grove, Texas agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least 30 days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In case any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed, as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.


DEPUTY
Treasurer
UPSHUR COUNTY, TX.

APR 30 AM 10:42


FILED
TERRI ROSS
COUNTY CLERK

Venue of any dispute arising under the interpretation or performance of this Agreement shall lie exclusively in the District Court of Upshur County, Texas.

IN WITNESS WHEREOF, this Agreement is executed effective the 30TH day of April, 2020 by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

COUNTY OF UPSHUR:


ATTEST:



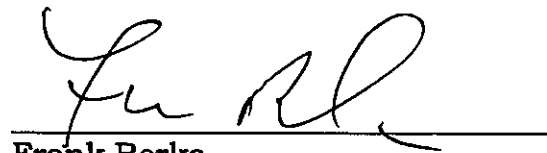
Todd Tefteller
County Judge



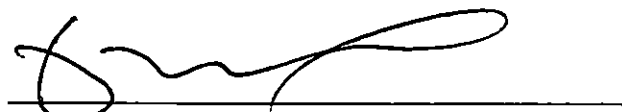
Terri Ross
Upshur County Clerk



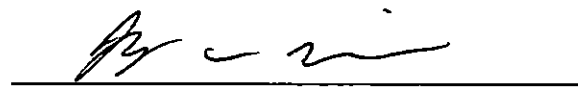
Paula Gentry
Commissioner, Pct. 1



Frank Berka
Commissioner Pct. 3

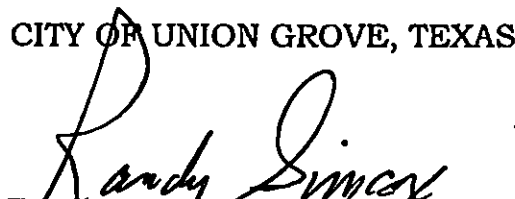


Dustin Nicholson
Commissioner, Pct. 2



Jay Miller
Commissioner, Pct. 4

CITY OF UNION GROVE, TEXAS:



Randy Simcox, Mayor

EXHIBIT A
TO INTERLOCAL AGREEMENT
BETWEEN UPSHUR COUNTY, TEXAS and UNION GROVE, TEXAS

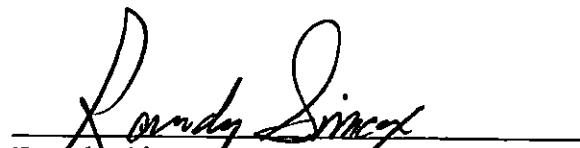
Upshur County will overlay 4.1 miles of roads, more or less, in the Union Grove community situated in Upshur County, Texas. These roads will be parts of, if not all of, North Point Pleasant, Dearing Creek, Line, Bowden, Union Grove, Woodpecker, Woodland Trails and Willow Oak. The funds to pay for the materials to upgrade, repair and overlay these roads, will total \$320,000.00, which will come from a donation from Union Grove, Texas via its Mayor Randy Simcox.

The Upshur County Auditor will make a separate line item from which disbursement of costs will be drawn from time to time by the Upshur County Road Administrator Andy Jordan.

Upshur County will have this work completed within 90 days from the date the project is funded by Union Grove, Texas. Days will be added to this total number of days due to inclement weather that prohibits road construction and due to the COVID-19 pandemic.



Todd Tefteller
Upshur County Judge



Randy Simcox
Mayor, Union Grove, Texas

FILED
TERRI ROSS
COUNTY CLERK

2020 APR 30 AM 10:42

UPSHUR COUNTY, TX.

BY [Signature]
DEPUTY

M 266338

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE
REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS
BANK WILL BE REPLACED OR REFUNDED IN THE
EVENT IT IS LOST, MISPLACED OR STOLEN.



First National Bank
Gilmer-Big Sandy-Pittsburg
Texas
MEMBER FDIC

114694
0011

88-560/1119
015006001

REMITTER
THE CITY OF UNION GROVE

DATE Apr 29, 2020

PAY TO THE ORDER OF UPSHUR COUNTY OR THE CITY OF UNION GROVE

320,000.00

PAY EXACTLY **320,000** DOL **00** CTS

DOLLARS

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

CASHIER'S CHECK

2 SIGNATURES REQUIRED OVER \$50,000

[Signature: Haley Duster]
[Signature: Audrey Ray]

⑈114694⑈ ⑆11905609⑆ ⑈015006001⑈