

City of Big Sandy

PO Box 986 ~ Big Sandy, Texas 75755
903.636.4343 ~ 903.636.4413 fax
cityofbigandy@yahoo.com

RESOLUTION #2020 - 016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SANDY, TEXAS,
AUTHORIZING THE AGREEMENT DATED JUNE 16, 2020 BETWEEN UPSHUR
COUNTY ROAD AND BRIDGE DEPARTMENT AND THE CITY OF BIG SANDY
FOR ROAD MAINTENANCE AND REPAIR.

WHEREAS, the Road and Bridge Department of Upshur County, Texas, has offered to assist the City of Big Sandy with the construction, improvement, maintenance and repair of roads within the boundaries of Big Sandy located in Upshur County, Texas;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BIG SANDY, TEXAS:

The contract for road maintenance and repair services between the City of Big Sandy and Upshur County Road and Bridge Department is approved, as outlined per the attached contract.

Passed and approved by a vote of 4-0-0 as set out below at the meeting at the City of Big Sandy City Council meeting held on the 16th day of June, 2020 by the following vote:

AYES: Desborough, Fonteno, McIver, Rozell
NAYS: NONE ABSENT: NONE

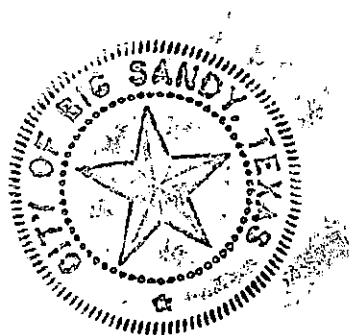
APPROVED: ATTEST:

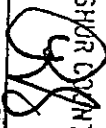


Sonny Parsons, Mayor



Laura Rex, City Secretary



FILED
TERRY ROSS
COUNTY CLERK
2020 JUN 30 PM 1:27
BY 
UPSHUR COUNTY, TX.
DEPUTY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered between the County of Upshur Road and Bridge Department, acting by and through its Commissioner's Court for Upshur County, hereinafter referred to as "Upshur County" and the City of Big Sandy, hereinafter referred to as "Big Sandy." Upshur County and Big Sandy 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 or repair of roads within the boundaries of Big Sandy located in Upshur County.

RESPONSIBILITY OF BIG SANDY: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Big Sandy. Including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Big Sandy 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 thirty (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 of this Agreement.

In case anyone 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 provision of this Agreement, This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS THEREOF this Agreement is executed effective the **16th** day of **June**, 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

Todd Tefteller
Todd Tefteller, County Judge

Terri Ross
Terri Ross, Upshur County Clerk

Paula Gentry
Paula Gentry, Commissioner, Pct. 1

Dustin Nicholson
Dustin Nicholson, Commissioner, Pct. 2

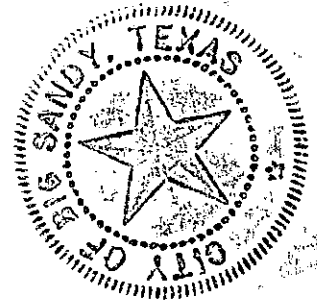
Frank Berka
Frank Berka, Commissioner, Pct. 3

Jay Miller
Jay Miller, Commissioner, Pct. 4

CITY OF BIG SANDY

Sonny Parsons
Sonny Parsons, Mayor

Laura M. Rex
Laura M. Rex, City Secretary



FILED
TERRI ROSS
COUNTY CLERK
2020 JUN 30 PM 1:27
BY TR
DEPUTY
UPS-HUR COUNTY, TX.