

RESOLUTION NO. 2025 – 01 - 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH HUNT COUNTY FOR THE PURPOSE OF PROVIDING CONSTRUCTION AND MAINTENANCE ON CITY STREETS, WHICH THE CITY OF COMMERCE WILL PROVIDE COMPENSATION TO HUNT COUNTY FOR; AUTHORIZING THE MAYOR TO SIGN THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Commerce, Texas (“City”) and Hunt County, Texas (“County”) are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to enter into an interlocal contractual agreement for the provision of governmental functions including the construction, installation, maintenance, and improvement of public roads; and

WHEREAS, the Commerce City Council desires to enter into an Interlocal Agreement for road improvements with Hunt County (“Interlocal Agreement”) as attached in Exhibit “A”, which establishes terms and conditions to which Hunt County will complete road improvements and the city will reimburse Hunt County for costs related to such road improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE, TEXAS;

SECTION 1: That the City Council of the City of Commerce, Texas, hereby approves the Interlocal Agreement in Exhibit “A” and authorizes the Mayor to execute the same.

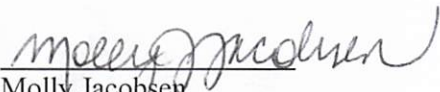
SECTION 2: That the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given and posted as required by the Open Meetings Act.

SECTION 3: That this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 21st day of January, 2025.

ATTEST:

CITY OF COMMERCE:


Molly Jacobsen
City Secretary


Teddy Reel
Mayor

(seal)

APPROVED AS TO FORM:


Charles Anderson, City Attorney

INTERLOCAL AGREEMENT BETWEEN HUNT COUNTY, TEXAS, AND THE CITY OF COMMERCE, TEXAS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Hunt County, Texas ("County"), a political subdivision of the State of Texas, and the City of Commerce, Texas ("City"), a Texas home-rule municipality, pursuant to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), for the purpose of providing for construction and maintenance work that the City will compensate the County to complete.

1. PURPOSE The purpose of this Agreement is to facilitate construction and maintenance work performed by Hunt County for the City of Commerce for jobs under Fifty Thousand Dollars (\$50,000). The initial work to be performed under this Agreement shall be maintenance work on Rosemound Street. Additional work may be requested by the Commerce City Manager and performed by the County, subject to the approval process outlined herein.

2. SCOPE OF SERVICES

a. The County, through its Precinct 4 work crews, will provide maintenance and construction services as requested by the City, provided such work does not exceed \$50,000 per project.

b. Initial work shall consist of maintenance on Rosemound Street.

c. Subsequent work may be requested by the City Manager and will be performed upon the approval of the Hunt County Precinct 4 Commissioner and the Hunt County Judge, subject to the availability of Precinct 4 work crews.

3. COMPENSATION AND PAYMENT TERMS

a. The County shall invoice the City for costs incurred in the performance of services under this Agreement.

b. Costs shall include:

i. The cost of materials used for the project; and

ii. The per-hour actual costs for all employees, including mobilization, travel, gas/diesel costs incurred, and hourly wages incurred by the County for each employee assigned to the project.

c. The City agrees to pay the invoiced amount from currently available revenue.

d. Payments shall be made by the City within thirty (30) days of receipt of an invoice from the County.

4. TERM AND TERMINATION

a. This Agreement shall be effective upon execution by both parties and shall remain in effect until terminated by either party upon thirty (30) days' written notice.

b. Either party may terminate this Agreement if the other party fails to comply with its obligations under the Agreement.

5. GENERAL PROVISIONS

a. **Amendments** – This Agreement may be amended only by a written instrument signed by both parties.

b. **No Joint Venture** – Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.

c. **Liability** – Each party shall be responsible for its own acts or omissions and shall not be responsible for the acts or omissions of the other party.

d. **Governing Law** – This Agreement shall be governed by the laws of the State of Texas.

6. **AUTHORIZATION** The signatories to this Agreement represent that they have full authority to execute this Agreement on behalf of their respective entities.

EXECUTED this 21st day of January, 2025.

HUNT COUNTY, TEXAS

By: _____
Hunt County Judge

CITY OF COMMERCE, TEXAS

By: Ted Reed
Mayor

Attest: [Signature]
City Secretary