

COPY

(Replaces Agmt. approved April 14, 2015 w/ Application)

INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
CITY OF CORRIGAN

STATE OF TEXAS §

COUNTY OF POLK §

This Agreement between the COUNTY OF POLK, TEXAS, whose address is 101 West Church Street, Livingston, Texas 77351 hereinafter referred to as "County" and the CITY OF CORRIGAN whose address is 101 West Ben Franklin, Corrigan, Texas 75939 hereinafter referred to as "CITY", is as follows:

WHEREAS, the County will apply for Texas Community Development Block Grant Program (TxCDBG) for a 2015 Texas Capital Fund Infrastructure Program Grant from the Texas Department of Agriculture in the amount of \$1,000,000.00 for extension of City of Corrigan water distribution system to serve the Corrigan OSB, LLC facility being constructed south of the City limits of Corrigan; and,

WHEREAS, the County and City are desirous of reducing to writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the City as well as the County as a result of the application by the County and the receipt of a contract award under the Texas Community Development Block Grant Texas Capital Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. The Project Engineer shall coordinate with the County and City all plans and specifications.
2. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality, City, and Corrigan OSB, LLC for approval.
3. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Texas Capital Fund Infrastructure contract.
4. The City will fully and satisfactorily perform all of its obligations under the terms of this contract.

5. The County shall submit such reports as are required under the TxCDBG Texas Capital Fund Contract. The City shall timely provide the County with all information and documents in the possession of the City necessary for such required reports of the County.
6. The County and/or the CITY may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
7. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG Texas Capital Fund Infrastructure Contract and/or purchased or provided by the City shall be conveyed in fee simple to the City by the County upon completion of the grant contract. In consideration therefore, the City agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.
8. This is a good faith effort between the County and the City to accommodate and assist the citizens of the County area by providing improved water facilities to the 165 employees of the Corrigan OSB, LLC facility and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG CONTRACT if awarded by the Texas Department of Agriculture, the same being incorporated herein by reference the same as if fully set forth in this Contract.

STATE OF TEXAS §


COUNTY OF POLK §

WITNESS OUR HANDS effective this 10 day of June, 2015.



Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:



Schelana Hock, County Clerk
County of Polk, Texas



STATE OF TEXAS §

CITY OF CORRIGAN §

WITNESS OUR HANDS effective this _____ day of _____, 2015.

Jonathan Clark, Mayor
City of Corrigan, Texas

ATTEST:

Dorrie Cotton, City Secretary
City of Corrigan, Texas