

DEVELOPMENT, USE AND MAINTENANCE AGREEMENT ON THE PART OF THE CROSSTOWN TRAIL WHICH IS LOCATED ON HOPKINS COUNTY CIVIC CENTER PROPERTY.

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract; and

Whereas, the City of Sulphur Springs received a federally funded Transportation Alternative Program Grant through TxDOT; and

Whereas the purpose of the grant is to provide pedestrian connectivity between different parts of Sulphur Springs which are now difficult for pedestrians to access; and

Whereas part of the proposed trail will connect the sidewalk which leads from Buford Park down Connally to the high school by running up the east side of the civic center across the adjacent bridge and across to the front door of the arena; and

Whereas it is in the interest of both the City of Sulphur Springs and Hopkins County to use these grant funds to build this sidewalk.

NOW, THEREFORE, CITY and COUNTY, for the mutual consideration stated herein, agree as follows:

By adoption of and entry into this Agreement, Hopkins County grants permission to the City of Sulphur Springs to build the sidewalk per the terms of the grant numbered CSJ: 0901-28-

090. The city shall build the sidewalk per the plans attached, however, retaining the right to make field adjustments to those plans as necessary.

Construction activity is dependent on TxDOT and Federal Highway Administration Funding which has been granted and a State Letter of Authority (SLOA) received. Upon completion of the project, Hopkins County hereby agrees that it will assume responsibility for maintenance of the project components located upon its property.

The City of Sulphur Springs and Hopkins County covenant that the project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Texas Admin. Code 11.317.

The construction plans are attached hereto and incorporated herein as a part of this agreement.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Hopkins County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Executed this date; _

11th

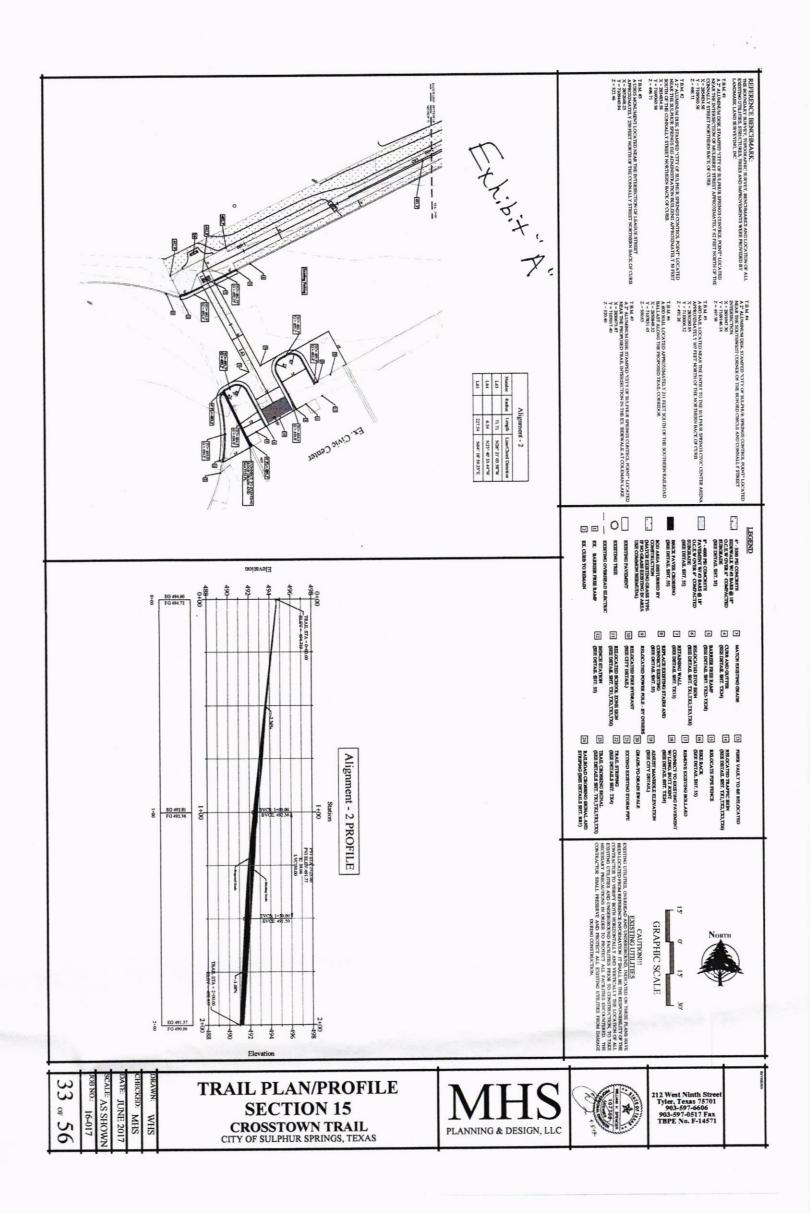
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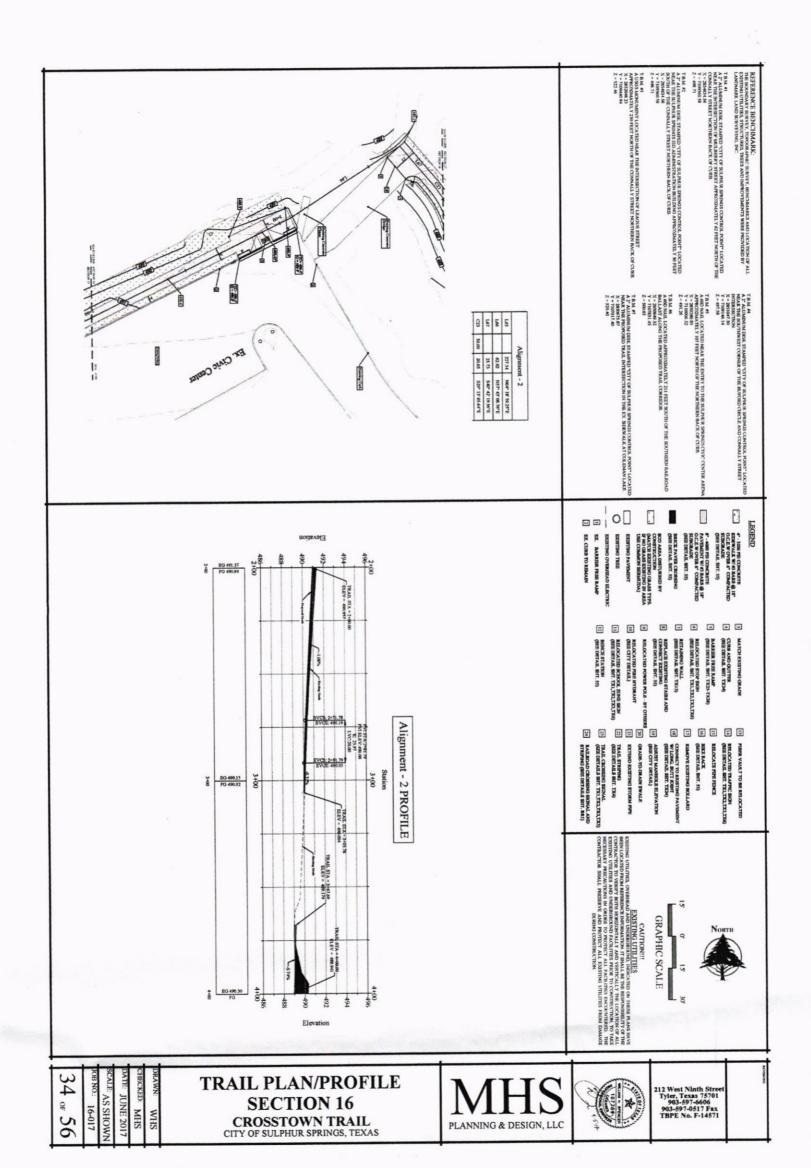
Marc Maxwell

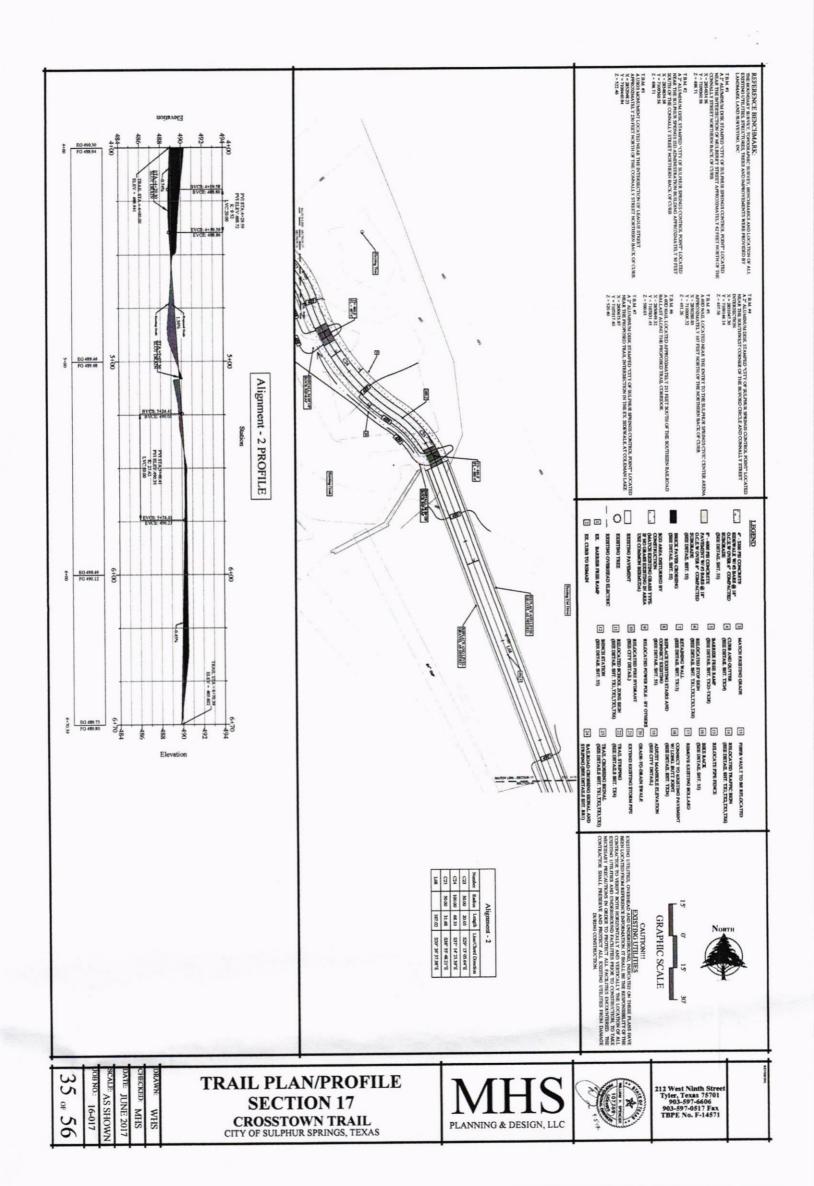
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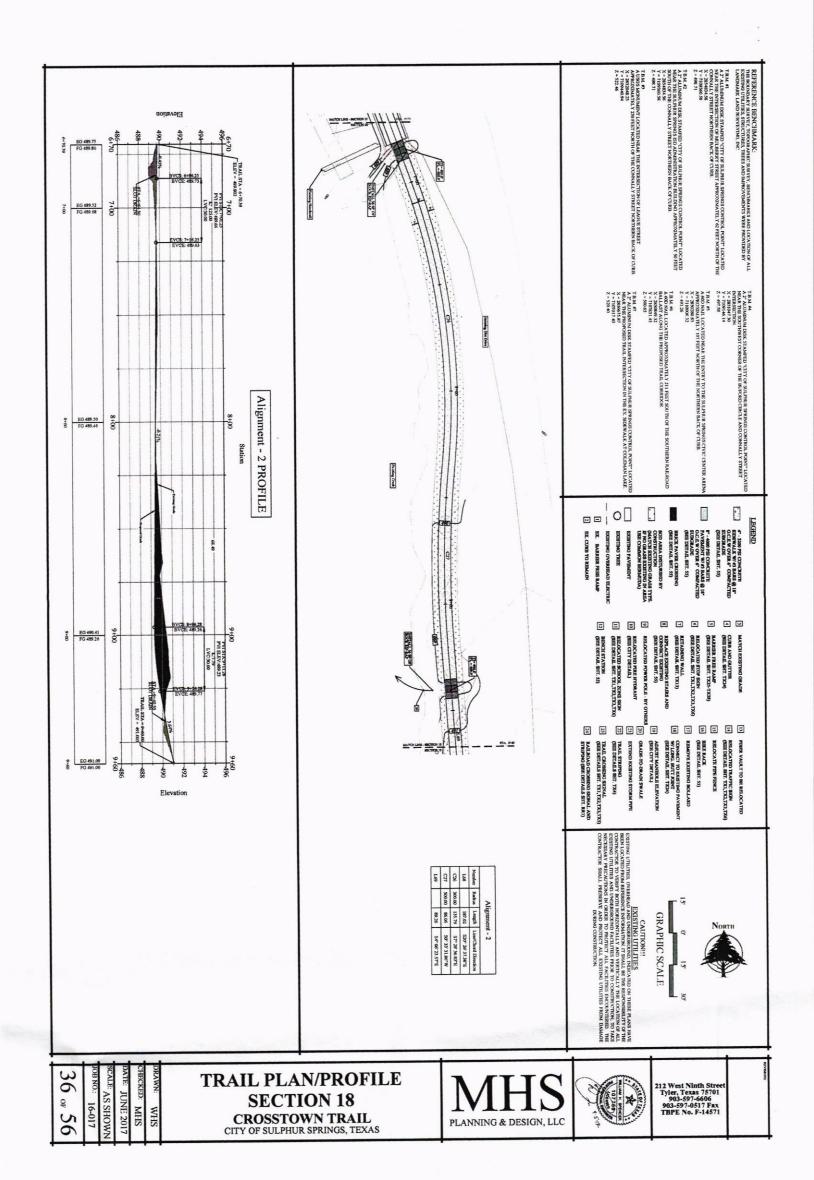
Judge Robert Newsom

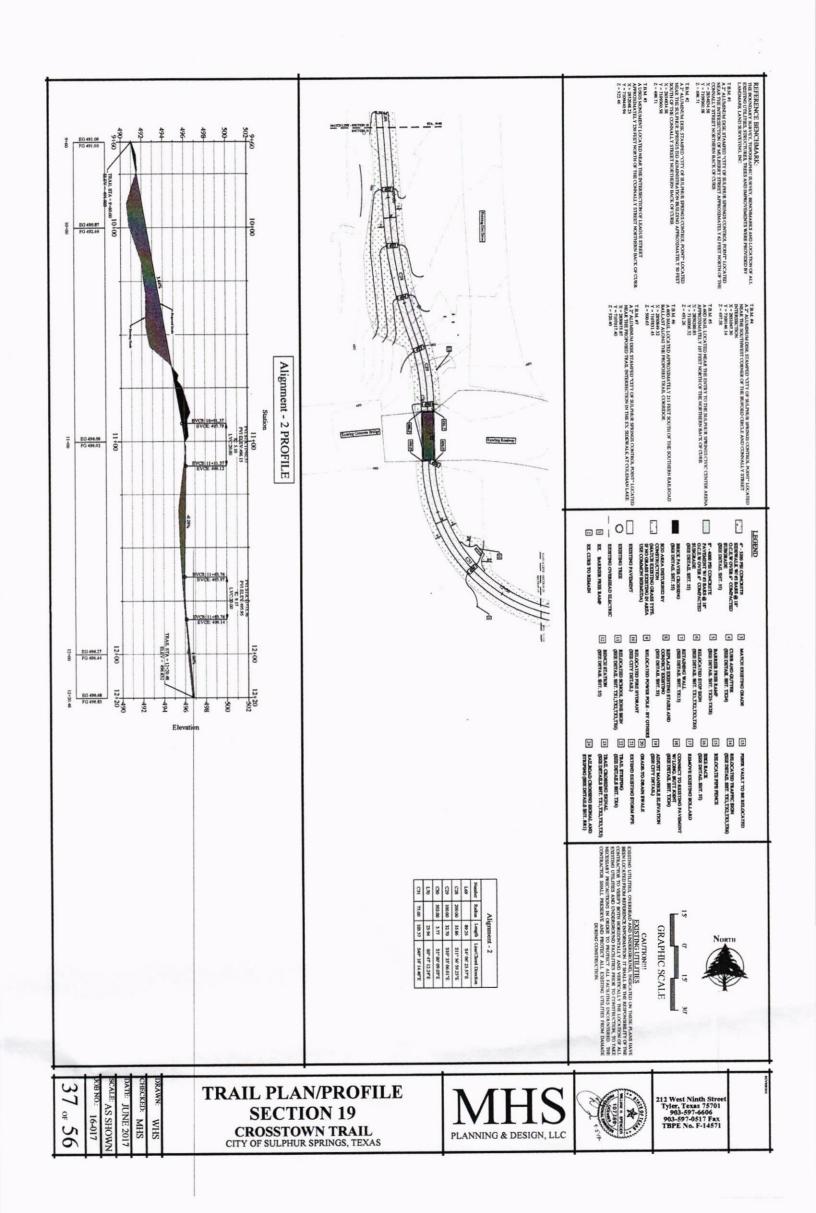
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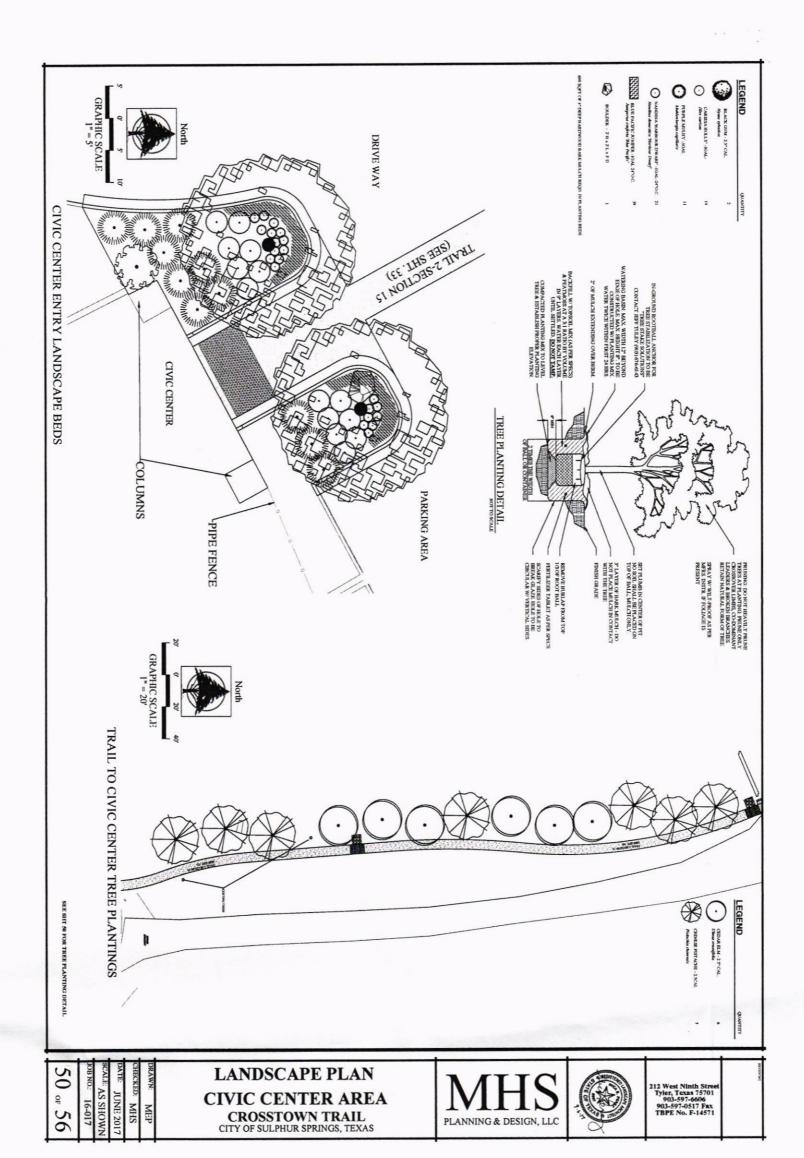












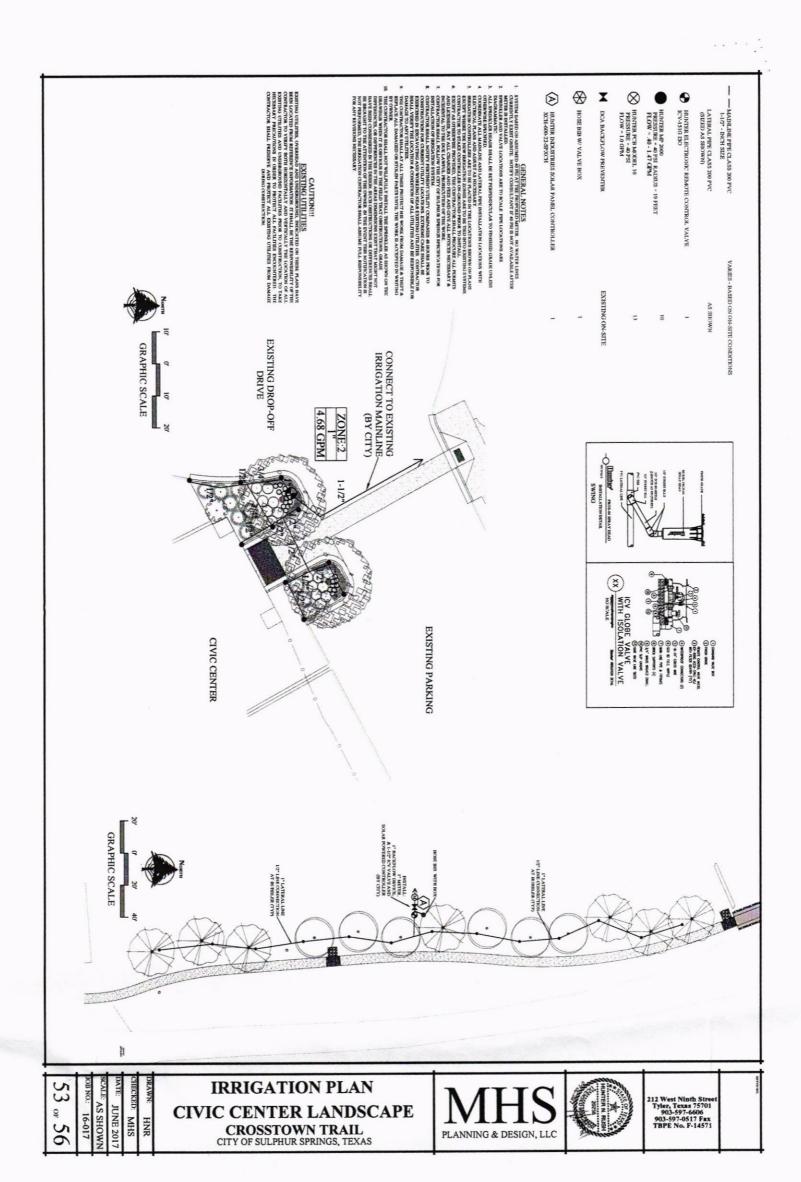


Exhibit "3"