

COPY



6/16/2021

The City of Marlin, requested additional equipment and manpower to assist with the ongoing deterioration of streets from Falls County. Furthermore, the city is reaching to multiple large street engineering and construction corporations asking them to "Adopt A Block" in Marlin. The total replacement of Marlin Street's is an estimated \$100M. If able please remove any debris you may see around a curb and gutter, also ask your county representative to support the Interlocal Cooperation Agreement with the City of Marlin. All ideas to fix streets in Marlin with little to no resources are being explored and welcomed.



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### INTERLOCAL COOPERATION AGREEMENT

**WHEREAS**, the City of Marlin, Texas currently does not have an operational grader, this is necessary equipment needed to grade the road surface on sections of Ward St. where it intersects with Shenandoah St. down to Country Club Dr., and to be included is Park St. where it intersects at Homer St. down to Barton St., Harter Street to Barton St., and Depot St. down to Charles St. of the city; and

**WHEREAS**, the cost to the City of Marlin to purchase equipment to allow them to do such work is not financially feasible; and

**WHEREAS**, Falls County, does have such equipment in good working order, and also has the expertise to affect such repairs; and

**WHEREAS**, the City of Marlin is requesting an interlocal agreement between Falls County, and the City of Marlin; and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 791, Government Code) authorizes local governments to enter into cooperative agreements for the provisions of services.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference herein, and in consideration of the promises set forth below, the parties agree as follows:

1. Falls County may provide if available and as needed or requested a Grader machine, Zipper machine, one Water truck, and any available personnel
2. The City of Marlin will cooperate and provide 1 set of cutter teeth for machine est. cost \_\_\_\_\_, and will cover the cost of fuel used in County vehicles.
3. This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives for 180 days from the date of signatures assigned to this (ICA).
4. The agreement was approved by the governing body of each party hereto.
5. This agreement contains all the agreements between the parties. The agreement shall not be construed against a party merely because it drafted the same. If matters arise that either were not foreseen or which otherwise require adjustments or modification of the agreement, the parties agree to cooperate in arriving at a mutually acceptable adjustment and/or modifications.

CITY OF MARLIN, Approved on this the \_\_\_\_\_, JUNE, 2021

By: CEDRIC DAVIS Sr., CPM

\_\_\_\_\_, City Manager, City of Marlin, Texas

ATTEST:

By: MaryAnn Waddle

\_\_\_\_\_, City Secretary

FALLS COUNTY Approved on this the \_\_\_\_\_, JUNE, 2021.

By: \_\_\_\_\_  
Jay T. Elliott, Falls County Judge

ATTEST: \_\_\_\_\_  
Linda Watkins, Falls County Clerk



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**INTERLOCAL COOPERATION AGREEMENT**

**WHEREAS**, the City of Marlin, Texas currently does not have the necessary equipment needed to trim trees, from the section of Ward St. where it intersects with Bluebonnet St. down to Country Club Dr., and in other areas throughout the city as needed, upon mutual request, availability of equipment and manpower; and

**WHEREAS**, the cost to the City of Marlin to purchase equipment to allow them to do such work is not financially feasible; and

**WHEREAS**, Falls County, does have such equipment, and also has the expertise to affect such services; and

**WHEREAS**, the City of Marlin is requesting an interlocal agreement between Falls County, and the City of Marlin; and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 791, Government Code) authorizes local governments to enter into cooperative agreements for the provisions of services.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference herein, and in consideration of the promises set forth below, the parties agree as follows:

1. Falls County may provide if available and as needed or requested tree trimming machinery, and any available personnel
2. The City of Marlin will cooperate and provide oil as needed and will cover the cost of fuel used in any machinery or County vehicles used to perform this task.
3. This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives for 180 days from the date of signatures assigned to this (ICA).
4. The agreement was approved by the governing body of each party hereto.
5. This agreement contains all the agreements between the parties. The agreement shall not be construed against a party merely because it drafted the same. If matters arise that either were not foreseen or which otherwise require adjustments or modification of the agreement, the parties agree to cooperate in arriving at a mutually acceptable adjustment and/or modifications.

CITY OF MARLIN, Approved on this the \_\_\_\_\_, JUNE, 2021

By: CEDRIC DAVIS Sr., CPM

\_\_\_\_\_, City Manager, City of Marlin, Texas

ATTEST:

By: MaryAnn Waddle

\_\_\_\_\_, City Secretary

FALLS COUNTY Approved on this the \_\_\_\_\_, JUNE, 2021.

By: \_\_\_\_\_  
Jay T. Elliott, Falls County Judge

ATTEST: \_\_\_\_\_  
Linda Watkins, Falls County Clerk