

**INTERLOCAL AGREEMENT BETWEEN
HUNT COUNTY, TEXAS AND COLLIN COUNTY, TEXAS**

This **INTERLOCAL AGREEMENT** ("**Agreement**") by and between **HUNT COUNTY, TEXAS**, a political subdivision of the State of Texas ("**Hunt County**"), and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas ("**Collin County**"), is entered effective as of the date signed by the both parties. ("**Effective Date**")

A.

**CONTRACTUAL RECITALS AND
STATEMENT OF PURPOSE**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the upgrade of approximately 3/10 mile of County Road 2652 from dirt to asphalt, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Hunt County and the Commissioners Court of Collin County; and

WHEREAS, Collin County provides these services to the citizens of Collin County, and has the capacity to service the needs of Hunt County; and

WHEREAS, Hunt County and Collin County have investigated and determined that it would be advantageous and beneficial to both Collin County and to Hunt County and its inhabitants for Collin County to provide the upgrade of approximately 3/10 mile of County Road 2652 from dirt to asphalt to Hunt County; and

WHEREAS, Hunt County wishes to engage Collin County to upgrade County Road 2652 on behalf of Hunt County, and Hunt County desires to engage Collin County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to Hunt County and to the people of Hunt County, Texas, including but not limited to the benefit of fostering public safety; and

WHEREAS, the governing bodies of Hunt County and Collin County desire to foster good-will and cooperation between the two entities; and

WHEREAS, Hunt County and Collin County deem it to be in the best interest of both entities to enter into this Agreement relative to the upgrade of County Road 2652 and for such

other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Hunt County and Collin County agree as follows:

**B.
DEFINITIONS**

1. **“Property”** means approximately 3/10 mile of County Road 2652 located in Hunt County, Texas, and which is the subject of this Agreement.
2. **“Services”** means the upgrading of the Property from dirt to asphalt that Collin County will perform using Collin County equipment.

**C.
SERVICES TO BE PERFORMED**

Hunt County agrees to engage Collin County to upgrade approximately 3/10 mile of County Road 2652 located in Hunt County, Texas, from dirt to asphalt together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**D.
COVENANTS**

1. Pursuant to the Interlocal Cooperation Act, Texas Government Code 791, Collin County agrees to provide personnel and equipment for \$81,900.00 to complete the upgrade of the Property from dirt to asphalt utilizing eight (8) inches of compacted flex-base rock and two course asphalt penetration within the territorial limits of Hunt County.
2. The parties intend that Collin County shall not begin performing the Services and Hunt County will not be obligated to pay for the Services until Hunt County has notified Collin County in writing directing Collin County to commence Services.
3. The parties intend that Collin County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Collin County shall not be considered an agent, employee, or borrowed servant of Hunt County.
4. For and in consideration of this agreement by Collin County, Hunt County agrees to pay \$81,900.00 to Collin County for the equipment, labor, and materials required for the Services being performed by Collin County.

5. Collin County acknowledges and understands that Hunt County makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after Collin County performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after Collin County performs the Services. Collin County's or other persons' presence and activities on the premises during the performance of Services may expose both Collin County and Collin County's property, as well as the other persons and their property, to dangerous conditions, risks and hazards. Collin County acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions.

6. Collin County realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after Collin County performs the Services. Collin County agrees and understands that Hunt County assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property.

7. The parties shall provide written approval for the Project in a separate document from this Agreement (the "**Resolution**") that describes the Project's type and location, in accordance with Texas Government Code § 791.014.

**E.
TERM**

Collin County shall have a reasonable amount of time to perform the Services. The provisions, covenants, conditions and indemnities contained in this Agreement shall survive the term of Collin County's or other persons' entry onto the Property.

**F.
CONDITIONS**

If additional payment becomes required for the Services provided by Collin County, then Hunt County shall pay for these Services from the current revenues available to Hunt County as required by Texas Government Code § 791.011.

**G.
SEVERABILITY**

If any one or more of the provisions of this Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable

provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

**H.
ENTIRE AGREEMENT OF THE PARTIES**

This Agreement constitutes the entire agreement and understanding of the parties and/or their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by Hunt County and Collin County and/or their representatives.

**I.
AMENDMENTS, SUPPLEMENTS, ETC.**

This Agreement may be amended, modified, and/or supplemented only by a written agreement signed by both parties.

**J.
BINDING EFFECT**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**K.
GOVERNING LAW**

This Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in Collin County, Texas.

**L.
NO THIRD-PARTY BENEFICIARIES**

Nothing herein shall be construed to create any rights in third parties.

M.

FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL AGREEMENT AND RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT AND RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

N. NOTICES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Hunt County shall be sufficient if made or addressed to the office of the County Judge, 2500 Lee St., Greenville, Texas 75401. Notice to Collin County shall be sufficient if made or addressed to the office of the County Judge, 2300 Bloomdale Road, Suite 4192, McKinney, Texas 75071.

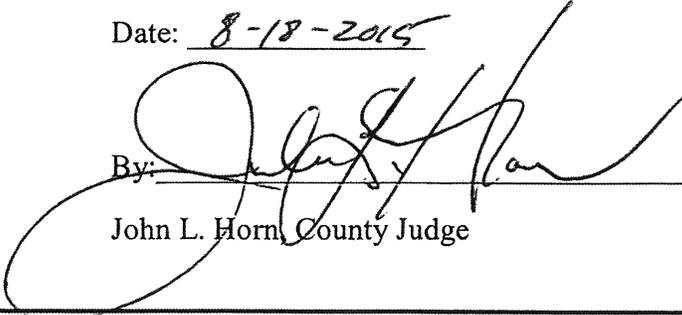
O. EXECUTION AND EFFECTIVE DATE

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

HUNT COUNTY

Date: 8-18-2015

By: 

John L. Horn, County Judge

COURT ORDER NO. 2015-402-07-06

COLLIN COUNTY

Date: 9/2/15

By: 

Keith Self, County Judge