

18,648

**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 both parties. ("Effective Date")

**FILED FOR RECORD**  
at 2:00 o'clock PM

A.

**FEB 13 2024**

**CONTRACTUAL RECITALS AND  
STATEMENT OF PURPOSE**

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By [Signature]

**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 reconstruction of approximately 1/4 mile of County Road 698, 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 reconstruction of approximately 1/4 mile of County Road 698; and

**WHEREAS**, Hunt County wishes to engage Collin County to reconstruct County Road 698 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 goodwill 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 reconstruction of County Road 698 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 1/4 mile of County Road 698 located in Hunt County, Texas, and which is the subject of this Agreement.
2. **"Services"** means the reconstruction of the Property that Collin County will perform using Collin County equipment.

**C.  
SERVICES TO BE PERFORMED**

Hunt County agrees to engage Collin County to reconstruct approximately 1/4 mile of County Road 698 located in Hunt County, Texas, 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 \$49,149.83 to complete the reconstruction of the Property utilizing (FDR) Full Depth Reclamation 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 \$49,149.83 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.

#### 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

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### H. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

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

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

J.  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

K.  
**VENUE**

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

L.  
**INDEMNIFICATION**

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

M.  
**TERM**

This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. 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.

N.

**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.

**COLLIN COUNTY, TEXAS**

Date: 23 APRIL 2024

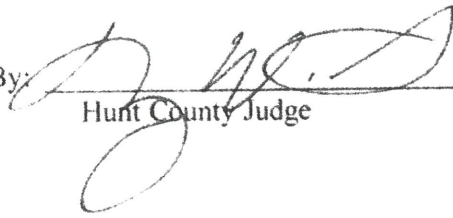
By:

  
Collin County Judge

**HUNT COUNTY, TEXAS**

Date: 2-13-24

By:

  
Hunt County Judge