

11,582

INTERLOCAL COOPERATION AGREEMENT BETWEEN HUNT COUNTY AND THE CITY OF ROYSE CITY FOR ROAD IMPROVEMENTS

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Hunt County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as "COUNTY"*), and the City of Royse City, a municipal corporation of the State of Texas (*hereinafter referred to as "CITY."*)

FILED FOR RECORD
COUNTY CLERK
HUNT COUNTY TEXAS
11/13/11 10:06 PM
DEPUTY CLERK

WHEREAS, County Roads 2526, 2594, 2515, and 2595 (the "Roads") are located in part or whole within the corporate limits of the CITY and within the boundaries of the COUNTY; and

WHEREAS, the Roads are in need of upgrade/repair; and

WHEREAS, it is in the best interest of the citizens of Hunt County to repair and upgrade the Roads; and

WHEREAS, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I.

TERM OF AGREEMENT

- A. The COUNTY and the CITY mutually agree that the term of this Agreement will be from the date it is formally and duly executed by both the COUNTY and the CITY until September 30, 2011, (subject to annual funding for any expenditures required to perform this agreement by the COUNTY and the CITY during the regular budget process.) This Agreement may be renewed by the mutual agreement of the parties for an additional term or terms as needed at or near the end of the initial term.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

II.

COUNTY RESPONSIBILITIES

- A. The COUNTY will repair/upgrade the Roads as defined herein dependent on availability of resources. Specifically, the COUNTY will lay rock and/or perform blade work on the Roads in order to smooth out the surface of the Roads

- B. The COUNTY will provide a cost estimate for each job identified by the CITY prior to commencing work.
- C. The COUNTY will perform the above-described work on the Roads in a good and workmanlike fashion up to established COUNTY standards.

**III.
CITY RESPONSIBILITIES**

- A. The CITY will submit to the COUNTY job requests on an as needed basis for the services as described in II.A. above.
- B. Upon approval of the COUNTY's cost estimate and completion of each job, the CITY will pay the COUNTY for materials and labor in accordance with the approved cost estimate.

**IV.
GENERAL PROVISIONS**

- A. **General Administration:**
The COUNTY and the CITY will designate their respective representatives for the general administration of this Agreement.
- B. **Alteration, Amendment or Modification:**
This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
- C. **Notice:**
All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement will be sent to the Hunt County Judge's Office at the following address:

*County Judge
Hunt County Courthouse
2507 Lee Street, 2nd Floor
Greenville, Texas 75401*

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

*City Manager
City of Royse City
305 N. Arch Street
Royse City, Texas 75189*

FILED FOR RECORD
 LINDA BRIDGES
 COUNTY CLERK
 HUNT COUNTY, TEXAS
 10 JUL -6 PM 8:05
 DEPUTY

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. postal office.

D. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not effect the remaining provisions of this Agreement.

E. Breach:

The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

F. Non-Waiver:

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement:

This Interlocal Cooperative Agreement constitutes the entire Agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

H. Terms used in Document:

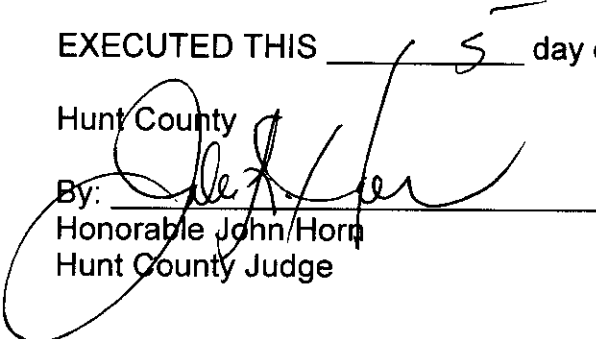
As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

I. Non-Defined Terms:

If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS 5 day of July 2010.

Hunt County

By: 
Honorable John Horne
Hunt County Judge

Attest:

Katharina Penchev Date: 7-6-10

EXECUTED THIS 18th day of JUNE 2010.

City of Royse City

By: Bill Shipp
Bill Shipp
City Manager

Attest:

Styhanie Modiatte Date: 6/18/10

11, 583

FILED FOR RECORD
COUNTY CLERK LINDA BROOKS
HUNT CO., TX
10 JUN 28 AM 11:12
BY: DEPT. Q. [Signature]

AGREEMENT FOR PROPERTY RECORD IMAGING SERVICES
(For Images and Indexes)

I. PARTIES

This agreement ("Agreement") is entered into by and between the County of Hunt (hereinafter referred to as "County") and LONE STAR TITLE (hereinafter referred to as "Title Company"), a (choose one) natural person / corporate entity.

II. STATEMENT OF SERVICES TO BE PERFORMED

Under the terms of this contract, Hunt County will perform the following services:

Monthly Unlimited Viewing of Images and Indexes: The Hunt County Clerk shall provide images of all images and indexes currently being recorded in the Real Property Records of Hunt County in a TIF format. Said TIF images are to be placed on an FTP site within approximately two business days hours after filing and scanning for download by the Title Company using the password provided by the County. Unforeseen circumstances may require a longer period between filing and placement on the FTP site. Title Company acknowledges the possibility of these extenuating circumstances, and shall not consider lengthier periods for upload to be breach of contract.

III. TERMS OF AGREEMENT

This Agreement for a Monthly Viewing contract shall be in effect for a period of one (1) year and will automatically renew annually unless cancelled by either party under the terms and conditions described herein. Either party to this Agreement may cancel this Agreement with thirty (30) days written notice.

This Agreement for a Download contract shall be in effect through the period of full performance, and will not automatically renew annually.

IV. CONTRACT AMOUNT

The monthly fee for the monthly viewing service service to be provided by the County shall be two-hundred fifty dollars (\$250.00) per month payable by the Title Company for the period from MARCH, 2010 through JUNE, 2010.

V. PAYMENT FOR MONTHLY VIEWING SERVICES

The County Clerk or other County Office shall provide the Title Company with an invoice on or before the first of each month. Said invoice to be due and payable by the 15th of the month. Lack of prompt payment on a monthly basis shall result in loss of service.

VI. COURTHOUSE WORKSPACE

Nothing in this contract shall be construed to allow the Tile Company to maintain office space in the Hunt County Courthouse. Due to the lack of available space and the on-line availability of records, the parties understand that no non-governmental entities shall be allowed to maintain office space in the Hunt County Courthouse without a separate agreement providing for use of such space. The parties further acknowledge that by signing this Agreement, they understand that the previous unwritten policy of providing rent-free workspace in the County

Courthouse has ended, and that such rent-free space will not be available for any party in the future regardless of previous relationships or policies.

VII. CHANGE OF CIRCUMSTANCES

If (a) any federal, state or local legislative or regulatory authority adopts any law, rule regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for imaging or information services rendered by the County; or (b) any such entity or authority or County contractor imposes requirements which require a material change in the manner of the County's conduct of the services or the costs related thereto, then the parties shall enter into good faith negotiations for the purpose of establishing such amendments as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If after 30 days of such negotiations the parties are unable to reach an agreement, either the County or the Title Company may terminate the Agreement at any time thereafter upon 90 days' prior written notice.

VIII. NOTICE

Any notice required or permitted to be given hereunder shall be in writing and shall be effective when personally delivered or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the County's or the Title Company's place of business office address. Either party may change the party's address for notice by notice to the other party.

IX. REMEDIES

If the County must bring suit to enforce or interpret any provision of this Agreement, it shall be entitled to the maximum extent allowed by law to recover a reasonable attorney's fee and court and any other related costs in addition to any other relief awarded.

X. PARTIES

The Title Company may assign this Agreement to any entity that succeeds to the Title Company's interest, but this Agreement is not otherwise assignable by either party.

XI. CHOICE OF LAW

Title Company shall comply with all applicable federal, state and local laws and regulations. Title Company is advised, and agrees by signing this contract that this contract shall be fully governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

XII. ENTIRE AGREEMENT / MODIFICATION / INVALIDITY

This Agreement, together with any other written agreement executed concurrently herewith, constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior agreements, promises and representations, both oral and written. Each party represents that such party has not relied upon any representation or promise concerning the subject matter hereof except for the representations and promises contained in this Agreement. No modification of this Agreement shall be binding upon either party unless signed by the party to be charged. No partial invalidity of this Agreement shall affect the remainder.

XIII. EXECUTION

The parties have signed this Agreement in multiple counterparts of equal dignity on the date(s) set forth below. The Effective Date and the date of this Agreement shall be the date on which this Agreement has been signed by both parties as evidenced below.

XIV. AMENDMENT

This Agreement may be amended only by an instrument in writing signed by the parties.

XV. SURVIVAL

The obligations of this Agreement that cannot be performed before termination of this Agreement will survive termination of this Agreement, and the legal doctrine of merger will not apply to these matters.

XVI. SEVERABILITY

The provisions of this Agreement are severable. If a court of competent jurisdiction or the Texas Attorney General finds that any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions will remain in effect without the unenforceable parts.

XVII. CHANGE OF OWNERSHIP

If ownership of **Title Company** should change during the term of this contract, **County** must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the **Title Company** to provide written notification of change of ownership may result in cancellation of the contract.

XVIII. INTERNET DISCLAIMER

County will not be Responsible or Liable for errors and omissions within documents obtained from internet sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

XIX. VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires those contracting with the **County** to be current on property tax payments. Persons or entities with delinquent taxes on the due date will not be eligible for entering a contract with the **County**. Whether or not taxes are delinquent will be determined by an independent review of the Tax Office records. Those who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their contract in order to ensure that their contract will be considered. Tax records are available online at the Hunt County Tax Office website: www.hctax.info. Furthermore, if, during the performance of this contract, a party's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all and contracts due on or after January 1, 2008.

IN WITNESS WHEREOF this Agreement becomes effective upon execution by the authority of the governing body and/or executive officer of the respective parties.

Executed this 28 day of June, 2010, by the County of Hunt, State of Texas.

Ralph Brown *presiding*
County Judge

Kimberly Brooks
County Clerk

Executed this 23rd day of JUNE, 2010, by Michael W Flowers
as [title] PARTNER of LONG STAR TITLE.

Michael W Flowers

RESOLUTION # 11, 584

FILED FOR RECORD
COUNTY CLERK HUNT CO. TX
10 JUN 28 AM 11:12
BY: *[Signature]*
DEPUTY

WHEREAS, the North Texas Behavioral Health Authority (the "Authority") is the designated local mental health authority for the NorthSTAR Service Area; and,

WHEREAS, the Authority is vested by law with the authority and responsibility within the NorthSTAR Service Area for planning, policy development, coordination, and resource development and allocation and for supervising and ensuring the provision of mental health services to persons with mental illness; and,

WHEREAS, the provision of mental health services in the NorthSTAR Service Area, which includes HUNT County, to the indigent is through the NorthSTAR program, and consequently, through a behavioral health organization (a "BHO") that contracts with the Texas Department of State Health Services (the "TDSHS"), with limited oversight by the Authority; and,

WHEREAS, based on current information the Authority and the Texas Commission of Health and Human Services agree that the Authority could better effect its legal authority and responsibility by directly contracting with any NorthSTAR BHOs, and that such an arrangement would better serve individuals covered by the NorthSTAR program.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of the County of Hunt that:

SECTION 1. It would be in the best interest of individuals covered by the NorthSTAR program in HUNT County if the Authority contracted directly with NorthSTAR's BHOs; and,

SECTION 2. The Court supports the efforts of the Authority to develop a plan, in conjunction with all federal, state, and local stakeholders to transfer contracting authority with NorthSTAR's BHOs from the TDSHS to the Authority; and,

SECTION 3. The Court supports the efforts of the Authority to accept contractual responsibility over NorthSTAR's BHOs on or before September 1, 2011.

PASSED AND APPROVED this 28th day of June, 2010.

[Signature]

Judge John L. Horn

[Signature]

Commissioner Kenneth Thornton

[Signature]

Commissioner Larry Middlebrooks

[Signature]

Commissioner Ralph Green
Presiding Judge

[Signature]

Commissioner Jim Latham

Attest: *[Signature]* County Clerk

