

17,076


STATE OF TEXAS

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COUNTY OF HUNT

FILED FOR RECORD  
at 1:30 o'clock P M

OCT 12 2021

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF HUNT, TEXAS  
AND TOWN OF POETRY, TEXAS**

This Agreement ("Agreement") is entered into between the County of HUNT, a political body of the State of Texas, hereinafter referred to as (the "County"), and the Town of Poetry, a political body of the State of Texas, hereinafter referred to as a (the "Town").

**WITNESSETH:**

**WHEREAS**, County and Town are duly organized political subdivisions of the State of Texas engaged in the administration of government and related services; and

**WHEREAS**, Town currently has a need for road maintenance, enhancements, repairs, tree trimming, mowing and right of way clearing, and other road related work (each referred to as a "Road Project" herein) within its boundaries within Hunt County, and the Town is not equipped to render such services; and

**WHEREAS**, County and Town find that this Agreement will provide public benefits to the citizens of both the Town and the County, and that a cooperative effort by the Town and the County, pursuant to the Interlocal Cooperation Act, Texas Government Code, Sec. 791.001 et. seq., will more efficiently accomplish the purposes set forth herein.

**NOW, THEREFORE**, for the mutual covenants and considerations expressed herein, the County and the Town hereby agree as follows:

1. The County agrees to provide, at no cost to the Town, the labor and equipment necessary to complete the Road Projects as requested by the Town and accepted by the County. The Parties hereto must enter into separate agreements for each specific Road Project, which shall automatically be incorporated as if set forth fully herein, upon execution by both Parties. Each Road Project shall be negotiated and signed by the authorized representatives of Town and County. The Authorized Representative for the County shall be the Commissioner or the Road Supervisor working directly under the Commissioner. The Authorized Representative of the Town shall be the Mayor or a Councilmember designated by the Mayor.
2. The Town agrees to compensate the County for the fuel and materials costs for each Road Project, unless the materials are to be provided by the Town. The County shall provide written estimates of the fuel and materials costs, when applicable, required for each Road Project requested by the Town. Upon receipt of a written estimate from the County, the Town will contact vendors for materials, and the Town may elect to either pay for the materials from a vendor of its own choosing or use materials furnished by the County and

reimburse County for such costs. The written estimate submitted by the County will become a part of the separate Road Project agreement described in Item 1 above.

3. No Road Project shall commence until the required funds, as described above, have been deposited by the Town with the Hunt County Treasurer's Office. Said funds shall be placed into an escrow account pending completion of the Road Project. Once a Road Project is completed and accepted by the Town, the funds will be released from escrow to the County.
4. Road Projects are to be completed in a good and workmanlike manner, in accordance with the conditions in each specific estimate for such type of Road Project and in accordance with currently applicable County standards.
5. The term of this Agreement shall be for one year from the effective date hereof and may be renewed annually.
6. Town and County agree that each shall exercise a good faith effort to proceed in a timely fashion with its respective responsibilities under this Agreement, taking into consideration time of year, prevailing weather conditions, and County road crews' other obligations outside the Town Limits. Prioritization of projects is within the sole discretion of the relevant County Commissioner.
7. To the extent allowed by law, the County agrees and is hereby bound to hold the Town whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of Hunt County. To the extent allowed by law, the Town agrees and is bound to hold the County whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of the Town.
8. This Agreement may not be changed, altered or modified without prior written consent of the Town and the County.
9. The Parties to this Agreement intend that County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work, the manner in which it is performed, and when it is performed with respect to other County obligations.
10. Any notice to be given hereunder by either Party pursuant to this Agreement shall be in writing and delivered via email to the Authorized Representative of the other Party. Should the email address for either Authorized Representative change during this Agreement, such Party shall notify the other prior to the change. Draft agreements and subsequent negotiations for each Road Project shall be communicated via email between the Authorized Representatives for the County and Town, as noted in Item 1 above.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Hunt County, Texas.

12. The fact that the Parties hereto accept certain responsibilities relating to the rendering of services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither Party shall waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

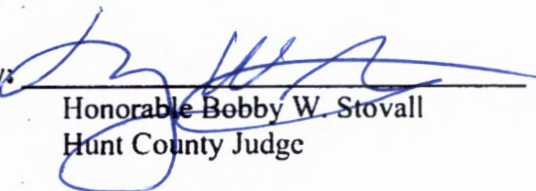
IN WITNESS WHEREOF, the Town and the County hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

**Town of Poetry**

By:   
Tara Senkevch, Mayor

Date: 10/19/21

**Hunt County**

By:   
Honorable Bobby W. Stovall  
Hunt County Judge

Date: 10-12-21

Attest:   
Becky Landrum, County Clerk

