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FILED FOR RECORD  
at 12:30 o'clock P M

**Interlocal Agreement Between Hunt County, Texas  
And the City of Campbell, Texas**

**AUG 09 2022**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By 

This Agreement is made on the 9<sup>th</sup> day of August, 2022 by and between the County of Hunt, a political subdivision of the State of Texas, hereinafter referred to as "Hunt County" and the City of Campbell, Texas, hereinafter referred to as "Campbell".

**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 resurfacing the southern parking lot running concurrent with North St, beginning from the end of city limit responsibility on the western boundary and continuing east for a distance of 255ft and a width of 50ft, ending at the entrance/exit at the westernmost portion of the eastern parking lot, then narrowing to 15ft wide for a distance of 950ft, of the northern side of North St. in the City of Campbell, Texas. 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 and Campbell City Council ( the "Project"); and

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

**WHEREAS**, Hunt County and Campbell have investigated and determined that it would be advantageous and beneficial to both Campbell and to Hunt County and its inhabitants for Hunt County and Campbell to participate together to complete the Project; and

**WHEREAS**, from time to time Campbell may wish to engage Hunt County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and materials necessary to accomplish a public purpose beneficial to Campbell and to the people of Hunt County, Texas; and

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

**WHEREAS**, Campbell and Hunt County, deem it to be in the best interest of both entities to enter into this Agreement relative to the Project and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Campbell and Hunt County agree as follows:

**SERVICES TO BE PERFORMED**

Campbell agrees to engage Hunt County for the resurfacing the southern parking lot running concurrent with North St, beginning from the end of city limit responsibility on the western boundary and continuing east for a distance of 255ft and a width of 50ft, ending at the entrance/exit at the westernmost portion of the eastern parking lot, then narrowing to 15ft wide for a distance of 950ft, of the northern side of North St. in the City of Campbell, Texas to Campbell, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

#### **DURATION OF AGREEMENT**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the date approved by the Commissioners Court of Hunt County. This contract expires at midnight on 8-9, 2023. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

#### **Compensation**

Campbell shall pay Hunt County for the services referred to in Paragraph I \$31,825.00, on or before the 17th day of August, 2022.

#### **Relationship of Parties**

The parties intend that Hunt County, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Hunt County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Campbell and shall not be entitled to participate in any pension or other benefits that Campbell provides its employees.

#### **NOTICE TO PARTIES**

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, 2507 Lee St., 2nd Floor Greenville, Texas 75401.

Notice to Campbell shall be sufficient if made or addressed to the office of Mayor, City of Campbell, PO Box 27 Campbell, TX 75422-0027. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

#### **MISCELLANEOUS PROVISIONS**

Campbell agrees to promptly defend, indemnify and hold Hunt County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the Campbell, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

**ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed 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.

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.

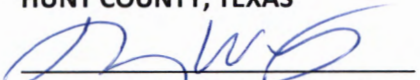
**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterparts executed by such entity.

**CITY OF CAMPBELL, TEXAS**

\_\_\_\_\_  
Hon. Terry Trapp, Mayor

Date: \_\_\_\_\_

**HUNT COUNTY, TEXAS**

  
\_\_\_\_\_  
Hon. Bobby W. Stovall, County Judge

Date: 8-9-2022

**ENTIRE AGREEMENT**

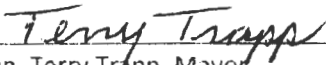
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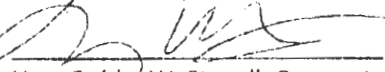
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**CITY OF CAMPBELL, TEXAS**

  
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Hon. Terry Trapp, Mayor  
Date: \_\_\_\_\_

**HUNT COUNTY, TEXAS**

  
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Hon. Bobby W. Stovall, County Judge  
Date: 8-9-2022