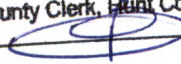


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FILED FOR RECORD
at 1:30 o'clock P M

SEP 26 2023

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

INTERLOCAL AGREEMENT

This Interlocal Cooperation Contract (the "Contract") is entered into on this 26th day of September, 2023 (the "Effective Date"), by and between Royse City, a municipal corporation organized and existing under the laws of the State of Texas, with its principal place of business located at 305 N Arch Street, Royse City, Texas 75189 (referred to herein as "Royse City"), and Hunt County, a governmental entity organized and existing under the laws of the State of Texas (referred to herein as "Hunt County").

WHEREAS, Hunt County seeks to engage in an interlocal agreement with Royse City for the purpose of performing an upgrade of Hunt County Road 2526 from a rock road to an oil sand on the approximately 1,000 linear feet of that road (west of FM 1565 between Arbor View Lane and Three Oaks); and

WHEREAS, Hunt County regularly performs these types of upgrades and the residents along this road have requested this upgrade and are providing the funding to Hunt County for the upgrade of the road from a rock road to an oil sand; and

WHEREAS, Hunt County has determined that this portion of Hunt County Road 2526 is partially maintained by Royse City and seeks to enter into this Interlocal Agreement to ensure both parties are in agreement as to the planned upgrade.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Royse City and Hunt County (collectively referred to as the "Parties") agree as follows:

SCOPE OF AGREEMENT

1.1 Royse City and Hunt County shall cooperate in the upgrade of Hunt County Road 2526 as described in the preamble of this Agreement. Royse City's responsibilities shall include cooperation with the Hunt County Precinct 2 Commissioner and staff in the planning and execution of the road upgrade while Hunt County shall be responsible for coordinating the materials procurement, delivery, preparation and installation of the road upgrade.

FINANCIAL PROVISIONS

2.1 The total cost of the upgrade shall be borne by the residents requesting the upgrade as identified and negotiated by Hunt County.

TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and shall continue until the completion of the agreed-upon project, subject to any termination provisions as set forth in this Agreement.

INTELLECTUAL PROPERTY

4.1 Any intellectual property created or shared during the cooperation shall be owned in accordance with applicable laws and regulations. The Parties shall mutually agree on the usage rights and protection of confidential information and data sharing.

DISPUTE RESOLUTION

5.1 Any disputes arising under or in connection with this Agreement shall be resolved through mediation or arbitration as mutually agreed upon by the Parties. If mediation or arbitration fails to resolve the dispute, either Party may seek legal recourse in accordance with the laws of the State of Texas.

GOVERNING LAW

6.1 This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.


ENTIRE AGREEMENT

7.1 This writing constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter herein.

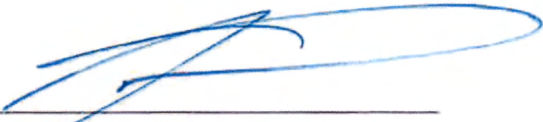
IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

City of Royse City:

Carl Alsabrook
Royse City, City Manager
305 N Arch Street
Royse City, TX 75189
(972)636-2250

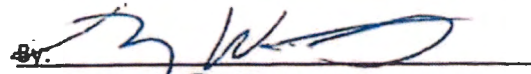
By: 
Date: 12/4/23

Jason Day
Royse City; City Attorney
P.O. Box 638
Royse City, Texas 75189
(972) 524-4822


By: 
Date: 11.30.2023

Hunt County Precinct 2:

Bobby Stovall
Hunt County; County Judge
P.O. Box 1097 Greenville, TX 75403
(903)408-4100

By: 
Date: 9-24-23

Daniel Ray
Hunt County; County Attorney
2608 Stonewall Street Greenville, TX 75403
(903)454-0044

By: 
Date: 9/26/2023