

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**")

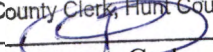
FILED FOR RECORD
at 2:00 o'clock 2 M

A.

**CONTRACTUAL RECITALS AND
STATEMENT OF PURPOSE**

FEB 13 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.

By 

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: _____

By: _____
Collin County Judge

HUNT COUNTY, TEXAS

Date: 2-13-24

By:  _____
Hunt County Judge

County 698 Reconstruction

Total

Item	Length	Width	SY	Qty	Unit	Unit Cost	SqYd
Full Depth Reclamation	5034	26	14543		SY		\$4.52
Two Course Paving	5034	24	13424		SY		\$5.90
Fog Seal	5034	24	13424		SY		\$1.80
Striping	5034	1		5034	LF		\$0.90
Total Cost for Entire Rd							

Hunt County

Item				Qty	Unit	Unit Cost
Full Depth Reclamation	1425	26	4,117		SY	\$4.52
Two Course Paving	1425	24	3,800		SY	\$5.90
Fog Seal	1425	24	3,800		SY	\$1.80
Striping	1425	1		1425	LF	\$0.90

Total (Hunt County Portion)

Collin County

Item				Qty	Unit	Unit Cost
Full Depth Reclamation	3609	26	10,426		SY	\$4.52
Two Course Paving	3609	24	9,624		SY	\$5.90
Fog Seal	3609	24	9,624		SY	\$1.80
Striping	3609	1		3609	LF	\$0.90

Total (Collin County Portion)

Total

\$65,732.85
\$79,201.60
\$24,163.20
\$4,530.60
\$173,628.25

Total

\$18,607.33
\$22,420.00
\$6,840.00
\$1,282.50

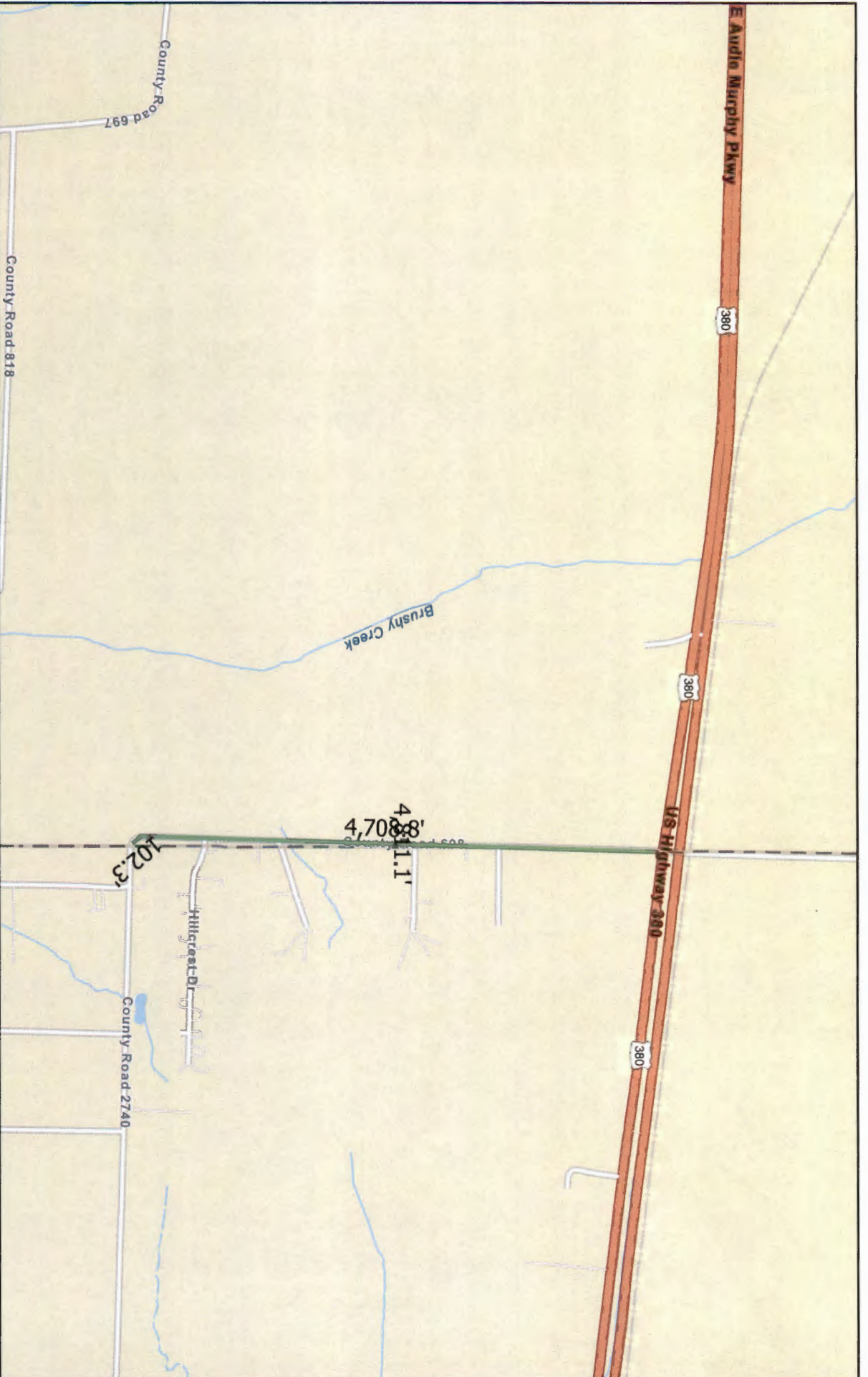
\$49,149.83

Total

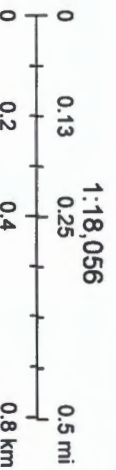
\$47,125.52
\$56,781.60
\$17,323.20
\$3,248.10

\$124,478.42

Hunt CAD Web Map



2/8/2024, 9:30:58 AM



Eeri Community Maps Contributors, Texas Parks & Wildlife, Eeri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METIVASA, USGS, EPA, NPS,

Hunt County Appraisal District

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property