

2012

**INTERLOCAL COOPERATION AGREEMENT**

**BETWEEN HUNT COUNTY, TEXAS AND THE CITY OF WOLFE CITY, TEXAS FOR RESURFACING OF GRAND STREET AND GREENVILLE STREET**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "**Agreement**") is entered into by and between **HUNT COUNTY, TEXAS**, a political subdivision of the State of Texas (the "**County**"), and the **CITY OF WOLFE CITY, TEXAS**, a Texas general-law municipality (the "**City**"), each acting by and through its duly authorized governing body. The County and the City are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Agreement is effective on the later of the two dates of signature below (the "**Effective Date**").

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "**Act**"), authorizes local governments of the State of Texas to contract with one another to perform governmental functions and services, including the construction, improvement, and maintenance of streets and roads; and

**WHEREAS**, the City owns and is responsible for the maintenance of public streets located within its corporate limits, including portions of Grand Street and Greenville Street; and

**WHEREAS**, the County owns and operates road and bridge equipment and employs personnel skilled in road construction, maintenance, and resurfacing; and


**WHEREAS**, the City desires that the County perform certain street resurfacing work on portions of Grand Street and Greenville Street within the City's corporate limits, and the County is willing to perform such work in exchange for reimbursement by the City of the actual costs of materials and labor; and

**WHEREAS**, the governing bodies of the Parties have determined that the resurfacing of these streets is a governmental function that serves a valid public purpose, that this Agreement is in the best interest of their respective citizens, and that each Party is fairly compensated for the services it provides under this Agreement; and

**WHEREAS**, each Party will pay for the performance of governmental functions or services under this Agreement only from current revenues legally available to that Party, as required by Section 791.011(d)(3) of the Texas Government Code;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and benefits set forth in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I AUTHORITY AND PURPOSE**

FILED FOR RECORD	
at 2:00	o'clock P M
MAY 26 2026	
BECKY LANDRUM County Clerk, Hunt County, Tex.	
by	

**1.01 Authority.** This Agreement is entered into under the authority of Chapter 791 of the Texas Government Code and any other applicable law. Each Party is a "local government" within the meaning of Section 791.003 of the Texas Government Code.

**1.02 Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the County will perform, and the City will pay for, the resurfacing of designated portions of Grand Street and Greenville Street located within the corporate limits of the City (the "Project").

**1.03 Public Purpose.** The Parties find and determine that the Project serves a valid public purpose by improving public infrastructure used by residents of both the City and the County, and that this Agreement furthers the public health, safety, and welfare of their respective citizens.

## ARTICLE II SCOPE OF WORK

**2.01 Work to Be Performed.** The County shall furnish all equipment, labor, supervision, and services necessary to resurface the portions of Grand Street City and Greenville Street (the "Work"):

**2.02 Standards.** The County shall perform the Work in a good and workmanlike manner and in substantial accordance with generally accepted road construction practices in Hunt County, Texas, and with any specifications mutually agreed upon by the Parties in writing prior to commencement of the Work. The County's road and bridge personnel and supervision shall direct the manner and method of performing the Work.

**2.03 Materials.** The City shall be responsible for the cost of all materials used in the Work, including but not limited to asphalt, base material, oil, aggregate, and related supplies. Materials shall be procured by the [County / City] as set forth in Section 3.01, with all invoices and supporting documentation provided to the City.

**2.04 Schedule.** The County shall use reasonable efforts to commence the Work as soon as practicable after approval by Wolfe City, subject to weather, equipment availability, emergency operations, and other circumstances beyond the County's reasonable control. The County's obligations under this Agreement are subordinate to its obligations to maintain County roads and to respond to emergencies.

**2.05 Traffic Control and Public Notice.** The City shall be responsible for coordinating any necessary detours, traffic control, and public notice within the City's corporate limits, in cooperation with the County. The County shall not be responsible for damage to private property arising from ordinary and reasonable resurfacing operations performed in accordance with this Agreement.

## ARTICLE III COMPENSATION AND PAYMENT

**3.01 Costs to Be Reimbursed.** The City shall reimburse the County for the County's actual, documented costs of:

(a) all materials incorporated into or consumed in the Work; and

(b) all labor performed by County personnel on the Work, calculated at the County's standard hourly rates (inclusive of wages, employer-side payroll taxes, and benefits) as adopted by the Commissioners Court and in effect at the time the labor is performed.

**3.03 Invoicing.** The County shall submit one or more invoices to the City following completion of the Work, or on a monthly basis during the Work at the County's option. Each invoice shall itemize materials (by type and quantity) and labor (by hours and rate) and shall be accompanied by reasonable supporting documentation, including copies of materials invoices paid by the County.

**3.04 Payment.** The City shall pay each undisputed invoice within thirty (30) days of receipt, in accordance with Chapter 2251 of the Texas Government Code (Prompt Payment Act). Disputed portions of an invoice shall be addressed under the dispute-resolution procedures of Chapter 2251.

**3.05 Current Revenues.** As required by Section 791.011(d)(3) of the Texas Government Code, the City represents and agrees that all payments to the County under this Agreement shall be made from current revenues legally available to the City. Each Party further represents that it is fairly compensated for the services or functions it performs under this Agreement.

**3.06 No Joint Funds.** This Agreement does not create a joint fund or joint enterprise between the Parties. Each Party retains responsibility for its own funds and accounting.

#### ARTICLE IV TERM AND TERMINATION

**4.01 Term.** This Agreement is effective on the Effective Date and continues in effect until the Work is complete and all amounts due under this Agreement have been paid, unless earlier terminated as provided herein.

**4.02 Termination for Convenience.** Either Party may terminate this Agreement, with or without cause, by giving the other Party not less than thirty (30) days' prior written notice of termination.

**4.03 Termination for Non-Appropriation.** Notwithstanding any other provision of this Agreement, the City's obligation to make payments under this Agreement is subject to annual appropriation by its governing body. If sufficient funds are not appropriated in any fiscal year, the City may terminate this Agreement by written notice to the County without further liability except for amounts already accrued and owed for Work properly performed before the effective date of termination.

**4.04 Effect of Termination.** Upon termination, the County shall cease the Work as promptly as is practicable consistent with public safety, and the City shall pay the County for all materials furnished, materials ordered and non-cancellable, and labor performed through the effective date of termination, in accordance with Article III.

## ARTICLE V LIABILITY, INDEMNIFICATION, AND INSURANCE

**5.01 No Waiver of Immunity.** Nothing in this Agreement shall be construed as a waiver by either Party of any governmental immunity, sovereign immunity, or any other defense, limitation of liability, or protection available to it under the Constitution or laws of the State of Texas or the United States, including without limitation the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code.

**5.02 Responsibility for Own Acts.** To the extent permitted by Texas law, and without waiving any defense or immunity, each Party shall be responsible for the acts, omissions, and negligence of its own officers, employees, and agents in the performance of this Agreement. Neither Party shall be responsible or liable for the acts, omissions, or negligence of the other Party or of the other Party's officers, employees, agents, or contractors.

**5.03 No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement shall be construed to confer any rights, benefits, or remedies on any person or entity that is not a Party.

**5.04 Insurance / Self-Insurance.** Each Party shall maintain such liability, workers' compensation, and other coverage (including self-insurance, risk pools, or commercial coverage) for its own personnel, equipment, and operations as it deems appropriate and as required by law. Each Party shall be responsible for workers' compensation coverage of its own employees performing services under this Agreement.

## ARTICLE VI RELATIONSHIP OF THE PARTIES

**6.01 Independent Governments.** The Parties are independent units of local government. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or employer-employee relationship between the Parties. Employees of the County performing the Work remain employees of the County and are not employees, agents, or borrowed servants of the City for any purpose.

**6.02 No Delegation of Police Power.** Nothing in this Agreement constitutes a delegation of governmental, regulatory, or police powers by either Party.

## ARTICLE VII GENERAL PROVISIONS

**7.01 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States

mail, certified, return receipt requested, postage prepaid, or (c) sent by recognized overnight courier, addressed as follows:

**To the County:**

Hunt County Judge  
Hunt County Courthouse  
2507 Lee Street,  
Greenville, Texas 75401

**To the City:**

Mayor  
City of Wolfe City  
101 W Main St,  
Wolfe City, Texas 75496

Either Party may change its notice address by giving written notice to the other Party in accordance with this Section.

**7.02 Governing Law and Venue.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. Mandatory venue for any dispute arising out of or relating to this Agreement shall be in the state district courts of Hunt County, Texas.

**7.03 Authority.** Each Party represents that this Agreement has been duly authorized by its governing body and that the individual signing this Agreement on its behalf has been duly authorized to do so. The City represents that this Agreement has been approved by its City Council, and the County represents that this Agreement has been approved by its Commissioners Court, in compliance with Section 791.011 of the Texas Government Code.

**7.04 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether oral or written. This Agreement may be amended only by a written instrument signed by both Parties and approved by their respective governing bodies.

**7.05 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith a substitute provision that comes closest to the intent of the invalid provision.

**7.06 No Assignment.** Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

**7.07 No Waiver.** No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach, and no waiver shall be effective unless in writing and signed by the Party against whom the waiver is asserted.

**7.08 Force Majeure.** Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, severe weather, fire, flood, pandemic, civil disturbance, or governmental order; provided that the affected Party gives prompt notice to the other Party and uses reasonable efforts to resume performance.

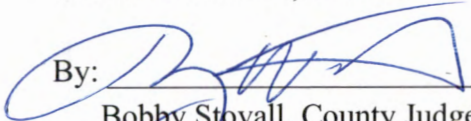
**7.09 Records and Audit.** The County shall maintain books and records relating to costs invoiced under this Agreement for a period of not less than four (4) years after final payment, and shall make such records reasonably available to the City for inspection and audit during normal business hours.

**7.10 Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by facsimile or electronic transmission (including PDF and recognized electronic signature platforms) shall be deemed original signatures.


**7.11 Headings.** The article and section headings used in this Agreement are for convenience only and shall not be used to interpret the provisions of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement to be effective on the Effective Date.

**HUNT COUNTY, TEXAS**

By:   
Bobby Stovall, County Judge  
Date: \_\_\_\_\_

**ATTEST:**

  
Becky Landrum, County Clerk

**CITY OF WOLFE CITY, TEXAS**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

City Secretary