

#15,657

## ORDER APPROVING INTERLOCAL AGREEMENT WITH THE CITY OF COMMERCE, TEXAS

**WHEREAS**, Hunt County, Texas ("County") and City of Commerce of Hunt County, Texas (the "City") desire to enter into an Interlocal Agreement for the joint improvement of Centennial Park in Commerce, Texas (the "Contract");

**WHEREAS**, the City is a Home Rule city organized and established under the laws of the State of Texas, and situated entirely within Hunt County;

**WHEREAS**, the County is a political subdivision organized and established under the laws of the State of Texas;

**WHEREAS**, the County and City desire to improve Centennial Park, located within the limits of City and within the County for the recreational use of the residents of both City and County as well as the public at large;

**WHEREAS**, the Contract is an Interlocal Agreement and authorized under Chapter 791 of the Texas Government Code, and the purpose of this Order is to approve the Contract in a separate document in accordance with Section 791.014 of the Texas Government Code;

**WHEREAS**, the City has agreed to oversee and manage the improvement of Centennial Park, bidding for a contractor or supplying labor and materials from the City's current staff;

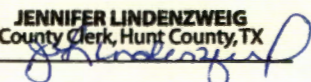
**WHEREAS**, the County has agreed to supply gravel for the construction of trails within Centennial Park in the amount needed, not to exceed a value of \$18,000.00, which is to be delivered to the park and placed on park trails by the City; and

**WHEREAS**, the costs referenced in the preceding paragraph will be funded with current funds;

**NOW, THEREFORE, BE IT ORDERED THAT** the Interlocal Agreement referenced in this Order is approved by the Commissioners Court to be effective on the "effective date" referenced in that Interlocal Agreement; and

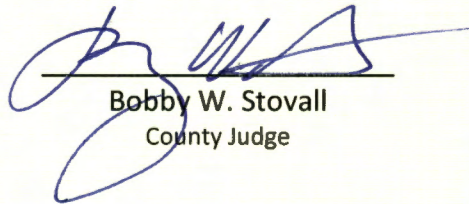
FILED FOR RECORD  
at 10:27 o'clock a M

JUL 11 2019

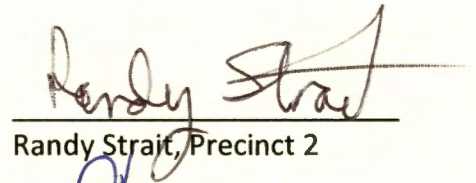
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

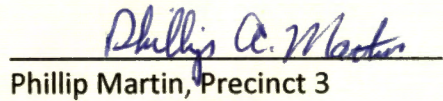
**BE IT FURTHER ORDERED THAT** upon majority vote of the Commissioners present at a special called meeting of the Commissioners Court, the County Judge is granted Authority to sign both this Order and the Interlocal Agreement, and that such documents should be filed within the meeting minutes of the Hunt County Clerk.

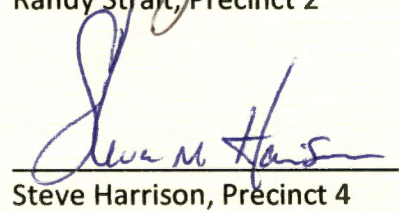
SIGNED this 11 day of July, 2019.

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

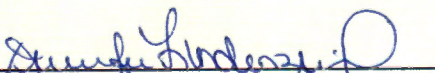
absent  
\_\_\_\_\_  
Eric Evans, Precinct 1

  
\_\_\_\_\_  
Randy Strait, Precinct 2

  
\_\_\_\_\_  
Phillip Martin, Precinct 3

  
\_\_\_\_\_  
Steve Harrison, Precinct 4



Attest:   
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk

#15,657

# INTERLOCAL AGREEMENT TO IMPROVE CENTENNIAL PARK

THE STATE OF TEXAS    §  
  §  
COUNTY OF HUNT       §

FILED FOR RECORD  
at 10:27 o'clock a M  
JUL 11 2019  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

**KNOW ALL MEN BY THESE PRESENTS:**

This contract for the joint improvement of Centennial Park is entered into to be effective as of July 16, 2019, by and between Hunt County, Texas ("County") and City of Commerce of Hunt County, Texas (the "City").

**WITNESSETH:**

WHEREAS, the City is a Home Rule city organized and established under the laws of the State of Texas, and situated entirely within Hunt County; and

WHEREAS, the County is a political subdivision organized and established under the laws of the State of Texas; and

WHEREAS, the County and City desire to improve Centennial Park, located within the limits of City and within the County for the recreational use of the residents of both City and County as well as the public at large; and

WHEREAS, by approval of the City Council, and all conditions to the joint improvement contemplated herein having been satisfied, the execution of the contract by the Mayor, attested by the City Secretary, was duly authorized; and

WHEREAS, by approval of the County Commissioners, the joint improvement in accordance with the terms set forth, and the execution of the contract by the County Judge, attested by the Clerk, was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

## **I. OBLIGATIONS**

Parties agree that this is an Interlocal Agreement and authorized under Chapter 791 of the Texas Government Code. Further Country represents that it has approved this Agreement and project in writing in a document separate from this Agreement in accordance with Section 791.014, Texas Government Code.

The City agrees to oversee and manage the improvement of Centennial Park, bidding for a contractor or supplying labor and materials from current staff.

County agrees to supply gravel for the construction of trails within Centennial Park in the amount needed, not to exceed a value of \$18,000.00, delivered to the park to be placed on trails by the City.

Parties to this Agreement hereby affirm that all actions taken in accordance with this Agreement will be funded with current funds.

## **II. TERM OF CONTRACT**

This contract shall begin on the acceptance of both parties, and shall terminate on the 15<sup>th</sup> day of July, 2020. Contract may be reviewed, modified and/or renewed by mutual agreement of the County and the City.

## **III. MODIFICATION**

It is understood that this Agreement contains the entire agreement between the parties regarding the supply of gravel and/or material for the construction of trails within Centennial Park and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

## **IV. REGULATORY AGENCIES**

The parties agree that this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this state, and the City and the County will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.

## **V. FORCE MAJEURE**

In case of reason of "force majeure," either party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such "force majeure" in writing to the other party.

## **VI. ASSIGNMENT**

This contract may not be assigned by either the County or City without the approval of the other party.

## **VII. NOTICES**

All notices or communications for herein shall be in writing and shall be either delivered to the County or City, or if mailed, shall be sent via certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

### If to City:

City of Commerce  
1119 Alamo  
Commerce, Texas 75428

### If to County:

County of Hunt  
c/o County Judge  
Hunt County Courthouse  
2507 Lee St., 2nd Floor  
Greenville, Texas 75401

## **VIII. APPLICABLE LAW**

It is understood and agreed that this Agreement shall be governed by, and construed in accordance with, and subject to the laws of the State of Texas.

SIGNED this \_\_\_\_\_ day of July, 2019.

**City of Commerce**

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

ATTEST:

\_\_\_\_\_  
City Secretary, City of Commerce

**County of Hunt**

By: \_\_\_\_\_  
County Judge

ATTEST:

*Jennifer Henderson*  
County Clerk, County of Hunt



# 15,657

## INTERLOCAL AGREEMENT TO IMPROVE CENTENNIAL PARK

THE STATE OF TEXAS     §  
  §  
COUNTY OF HUNT         §

### KNOW ALL MEN BY THESE PRESENTS:

This contract for the joint improvement of Centennial Park is entered into to be effective as of July 16, 2019, by and between Hunt County, Texas ("County") and City of Commerce of Hunt County, Texas (the "City").

### WITNESSETH:

WHEREAS, the City is a Home Rule city organized and established under the laws of the State of Texas, and situated entirely within Hunt County; and

WHEREAS, the County is a political subdivision organized and established under the laws of the State of Texas; and

WHEREAS, the County and City desire to improve Centennial Park, located within the limits of City and within the County for the recreational use of the residents of both City and County as well as the public at large; and

WHEREAS, by approval of the City Council, and all conditions to the joint improvement contemplated herein having been satisfied, the execution of the contract by the Mayor, attested by the City Secretary, was duly authorized; and

WHEREAS, by approval of the County Commissioners, the joint improvement in accordance with the terms set forth, and the execution of the contract by the County Judge, attested by the Clerk, was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

## **I. OBLIGATIONS**

Parties agree that this is an Interlocal Agreement and authorized under Chapter 791 of the Texas Government Code. Further County represents that it has approved this Agreement and project in writing in a document separate from this Agreement in accordance with Section 791.014, Texas Government Code.

The City agrees to oversee and manage the improvement of Centennial Park, bidding for a contractor or supplying labor and materials from current staff.

County agrees to supply gravel for the construction of trails within Centennial Park in the amount needed, not to exceed a value of \$18,000.00, delivered to the park to be placed on trails by the City.

Parties to this Agreement hereby affirm that all actions taken in accordance with this Agreement will be funded with current funds.

## **II. TERM OF CONTRACT**

This contract shall begin on the acceptance of both parties, and shall terminate on the 15<sup>th</sup> day of July, 2020. Contract may be reviewed, modified and/or renewed by mutual agreement of the County and the City.

## **III. MODIFICATION**

It is understood that this Agreement contains the entire agreement between the parties regarding the supply of gravel and/or material for the construction of trails within Centennial Park and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

## **IV. REGULATORY AGENCIES**

The parties agree that this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this state, and the City and the County will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.



## **V. FORCE MAJEURE**

In case of reason of "force majeure," either party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such "force majeure" in writing to the other party.

## **VI. ASSIGNMENT**

This contract may not be assigned by either the County or City without the approval of the other party.

## **VII. NOTICES**

All notices or communications for herein shall be in writing and shall be either delivered to the County or City, or if mailed, shall be sent via certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

### If to City:

City of Commerce  
1119 Alamo  
Commerce, Texas 75428

### If to County:

County of Hunt  
c/o County Judge  
Hunt County Courthouse  
2507 Lee St., 2nd Floor  
Greenville, Texas 75401

## **VIII. APPLICABLE LAW**

It is understood and agreed that this Agreement shall be governed by, and construed in accordance with, and subject to the laws of the State of Texas.

SIGNED this \_\_\_\_\_ day of July, 2019.

**City of Commerce**

By: [Signature]  
Mayor

ATTEST:

[Signature]  
City Secretary, City of Commerce

**County of Hunt**

By: [Signature]  
County Judge

ATTEST:

[Signature]  
County Clerk, County of Hunt



FILED FOR RECORD  
at 3:52 o'clock p M

JUL 23 2019

JENNIFER LINDENZWEIG  
County Clerk, Hunt County  
By: [Signature]