Interlocal Agreement Between

Clay County, Texas

And the

City of Byers, Texas

This agreement is made on the 13 day of October, 2026, by and between the County of Clay, a political subdivision of the State of Texas, hereinafter referred to as "[Clay County]" and the City of Byers, hereinafter referred to as the "[City of Byers]".

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 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, HAULING ROCK & ROAD WORK, 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 Commissioner's Court of Clay County and the Byers City Council; and

WHEREAS, Clay County provides these services to the citizens of Clay County, and has the capacity to service the needs of the City of Byers; and

WHEREAS, Clay County and the City of Byers have investigated and determined that it would be advantageous and beneficial to both the City of Byers and to Clay County and its inhabitants for Clay County to provide HAULING ROCK & ROAD WORK services to the City of Byers; and

WHEREAS, the City of Byers wishes to engage Clay County to HAULING ROCK & ROAD WORK on behalf of the City of Byers, and the City of Byers desires to engage Clay County to provide such services; and

WHEREAS, from time to time the City of Byers may wish to engage Clay 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 the City of Byers and to the people of Clay County, Texas; and

WHEREAS, the governing bodies of the City of Byers and Clay County desire to foster good will and cooperation between the two entities; and

WHEREAS, the City of Byers and Clay County deem it to be in the best interest of both entities to enter this Agreement relative to the HAULING ROCK & ROAD WORK 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, the City of Byers and Clay County agree as follows:

Services to be Performed

The City of Byers agrees to engage Clay County to HAUL ROCK & ROAD WORK, incorporated herein by reference, on behalf of and at the request of the City of Byers, together with all incidental acts, procedures, and methods necessary to accomplish die ends of such project.

Duration of Agreement

Effective dates January 1, 2025, through December 31, 2027.

Either Party has the right to terminate this contract at any time with a 30-day written notice.

Relationship of Parties

The parties intend that Clay 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 Clay County, its agents, employees, volunteer help, or any other person operating under this Agreement, shall be considered an agent or employee of the City of Byers, and shall not be entitled to participate in any pension or other benefits that the City of Byers 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 writing or by certified mail, return receipt requested. Notice to Clay County shall be sufficient if made or addressed to the office of the County Judge, Mike Campbell.

Notice to the City of Byers shall be sufficient if made or addressed to the office of Superintendent, Byers City Council, City of Byers. Each party may change the address for notice to it by giving notice of such in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

City of Byers agrees to promptly defend, indemnify, and hold Clay County harmless from and against any and all claims, demands, suits, causes of action, and judgements 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 City of Byers, its agents, officers, and/or employees in the performance of activities of duties pursuant to this Agreement. The City of Byers agrees to supply a minimum of 15 loads of Rock each year at the City of Byers's expense.

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 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 Clay 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.

Byers City Council

By: _____

Officer's Title: _____

Date: 10/13/2026

Clay County, Texas

By: _____

Couty Judge, Mike Campbell

Date: 10/26/2026