



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
SPECIAL SESSION
MONDAY, MAY 2, 2022
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

CONSENT AGENDA

None

STATUTORY AGENDA

Purchasing

1. Discuss and take action on Resolution 2022-75, authorizing Goodwin-Lasiter-Strong as Professional Services Provider. – Charlsa Dearwester
2. Discuss and take action on award of C2360-22-001, Bank Depository, First Financial Bank as Sub-depository. – Charlsa Dearwester
3. Discuss and take action on Order 2022-76 to execute the allowable pledged requirements for the Bank Depository. – Charlsa Dearwester

Commissioners Court

4. Discuss and take action on the approval of the funding agreement with the Walker County Senior Center. – Commissioner Kuykendall
5. Discuss and take action on the approval of the funding agreement with the Downtown Business Alliance for the purchase and installation of Christmas lights. – Commissioner White
6. Discuss and take action on the approval of the funding agreement with the Care Center Huntsville. – Commissioner White
7. Discuss and take action on the Precinct 3 and Precinct 4 road material bids for the Hurricane Harvey CDBG/GLO Contract 20-065-104-C279. – Commissioner Henry

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, sub-chapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, sub-chapter D, inclusive of said Texas Government Code, including but not limited to:

Section 551.071 For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

Section 551.072 For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

Section 551.073 For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

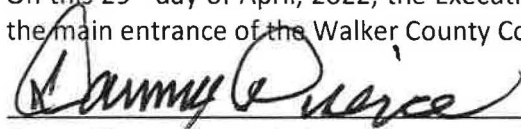
Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

ADJOURN

On this 29th day of April, 2022, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Danny Pierce, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 29th day of April, 2022, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.


Dated this 29th day of April, 2022.



Kari A. French, County Clerk

FILED FOR POSTING
At 8:35 o'clock A M

APR 29 2022

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By 

RESOLUTION 2022-75

A RESOLUTION OF WALKER COUNTY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAM(S).

WHEREAS, the ARP ACT program(s) requires implementation by professionals experienced in federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with federal requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That <u>Goodwin, Lasiter, Strong</u> was selected to provide application and project-related professional engineering services for the ARP ACT program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of ARP ACT funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON THE _____ DAY OF MAY, 2022.

Danny Pierce, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Jimmy D. Henry
Commissioner Precinct 4

Attest:

Kari French,
County Clerk

ORDER NO. 2022-76

**AN ORDER OF THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS, APPROVING AGREEMENTS
FOR DEPOSITORY SERVICES**

WHEREAS, in accordance with Section 116 of the Texas Local Government Code, a Request for Proposals for bank depository services was distributed to financial institutions within the Walker County, Texas; and

WHEREAS, the Walker County Bank Depository Committee reviewed the applications submitted; and

WHEREAS, after evaluation of all proposals, and upon the recommendation of the Bank Depository Committee, it is determined that the proposal from First National Bank of Huntsville is the most advantageous and best value proposal for the Walker County as the Bank Depository; and

WHEREAS, after evaluation of all proposals, and upon the recommendation of the Bank Depository Committee, it is determined that the proposal from First Financial Bank is the most advantageous and best value proposal for the Walker County as the Bank Subdepository; and

WHEREAS, Walker County agrees to accept pledged bonds in an amount equal to or exceeding twenty million dollars (\$20,000,000) provided by First National Bank of Huntsville as other security in lieu of a surety bond as authorized by Section 116.024 of the Texas Local Government Code; and

WHEREAS, Walker County further finds that as the amount of deposits to be held in the Subdepository of First Financial Bank will not exceed the Federal Deposit Insurance Corporation (FDIC) insurable amount, that being two hundred fifty thousand dollars (\$250,000), no additional surety shall be required of First Financial Bank, as authorized by Section 116.060 of the Texas Local Government Code; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS, that:

SECTION 1: FIRST NATIONAL BANK OF HUNTSVILLE is selected as the depository for Walker County for a four (4) year term, beginning on June 1, 2022, and ending on May 31, 2026. This term may be extended for two (2) years under the same terms and conditions with the mutual agreement of both parties.

SECTION 2: FIRST FINANCIAL BANK is selected as the subdepository for Walker County for a four (4) year term, beginning on June 1, 2022, and ending on May 31, 2026. This term may be extended for two (2) years under the same terms and conditions with the mutual agreement of both parties.

SECTION 3: The Walker County Purchasing Agent is hereby authorized to execute said agreements on behalf of Walker County.

Dated this _____ day of May, 2022.

Danny Pierce
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugette
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Jimmy D. Henry
Commissioner, Precinct 4

**COOPERATIVE AGREEMENT BETWEEN WALKER COUNTY AND THE
SENIOR CENTER OF WALKER COUNTY**

This Cooperative Agreement, entered into on this _____ day of _____ 2022, by and between the Commissioners Court of Walker County (hereinafter, "County"), Texas and the Senior Center of Walker County, (hereinafter, "Center").

WITNESSETH:

WHEREAS, under Section 602(c)(3) and 603(c)(3) of the Social Security Act, as added by Section 9901 of the American Rescue Act (ARPA), Pub. L. No 117-2 as amended on March 11, 2021, and as clarified by the US, Secretary of Treasury in "Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule)" as listed within the Federal Register 86:93 (May 17, 2021) p.26813, which allows for local government entities to make the most efficient use of their power by enabling them to contract with public and private entities for provisions of services to the public; and

WHEREAS, The Senior Center is a 501(c)(3) nonprofit organization that offers a range of programs and services for aging residents of Walker County. The Senior Center provides programs to meet the needs and interests of seniors, including recreational and leisure programs, health and wellness programs, cultural programs, and classes. The Senior Center also provides social services resources and operates the "Meals on Wheels" program that delivers nutritious food for residents within the county; and

WHEREAS, the County and the Center each possess the power and authority to engage in activities that improve the lives of senior residents of the county and serve the public good; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the Center hereby agree as follows:

1. The County will provide solely for the coverage of the cost associated with the items described herein and also in the ARPA Application form.
2. The contribution amount to be provided by the County for initiation shall not exceed \$112,385.
3. The first priorities are for:
 - a. A passenger van to transport Senior Center staff and guest of the Center
 - b. A vehicle to be used for the delivery of food as a part of the "Meals on Wheels" program operated by the Center.
4. The project shall terminate September 30, 2023 or whenever the funds are expended whichever comes first.
5. The County is contributing only monetarily to the project, no other in-kind services are expected or required of the County.

**COOPERATIVE AGREEMENT BETWEEN WALKER COUNTY AND THE
SENIOR CENTER OF WALKER COUNTY**

6. The Center, or its designee, shall arrange and manage all functions required to acquire and maintain items funded via this agreement.
7. THE FINAL DELIVERABLES: shall consist of the delivery of goods and services described herein and also within the application submitted to the County requesting funding of the project.

The Center shall administer the program using the following procedures:

- a. The Center shall adhere to its Procurement Policies and Procedures to obtain the vehicles described herein.
 - b. In the absence of a published procurement policy the following guidelines must be used:
 - A minimum of three written quotes must be obtained
 - An attempt must be made and documented to receive a quote from a Historically Underutilized Business
 - The use of a purchasing Co-Op is permitted
 - The purchase of a product that exceeds \$50,000 must either be formally bid or a purchasing Co-op must be used
 - c. The center shall present to County for approval all documentation of the bid process, to include all bid prices and the procedures used to obtain them.
 - d. The Center, after purchasing the items, shall submit proof of purchase and a paid invoice receipt to the County;
 - e. The County shall issue a check to the Center in the amount shown on the paid invoice.
 - f. The Center must submit a certification that no Federal funds were used to purchase the products procured.
8. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.
 9. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
 10. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested,

**COOPERATIVE AGREEMENT BETWEEN WALKER COUNTY AND THE
SENIOR CENTER OF WALKER COUNTY**

when mailed to the proper party, in care of the official signing this Agreement or by transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to the Senior Center:

Stacey Loll, Executive Director
340 State Highway 75 North, Huntsville, Texas 77320
seniorcenterwalkercounty@gmail.com
Phone: (936) 295-6151

If to Walker County:

Elizabeth Jan, Office of the County Judge
1100 University Ave
Huntsville, Texas 77340
Phone: (936) 436-4910

11. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of Walker County, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the County Commissioners Court. No official, representative, agent, or employee of the Center has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
12. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
13. This Agreement shall be construed under the Federal laws provided by the United States and the laws of State of Texas. Any suits relating to this Agreement will be filed in a court of competent jurisdiction within Walker County, Texas.
14. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
15. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

**COOPERATIVE AGREEMENT BETWEEN WALKER COUNTY AND THE
SENIOR CENTER OF WALKER COUNTY**

16. The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the termination. The termination of the contract shall not prevent nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract already accrued.

Approved on the date or dates indicated.

Walker County Senior Center

Stacey Loll, Executive Director

Executed on this ____ day of _____ of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.

**WALKER COUNTY AND HUNTSVILLE DOWNTOWN BUSINESS ALLIANCE, AGREEMENT FOR
SHARING OF COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF CHRISTMAS
LIGHTS IN THE DOWNTOWN AREA**

This Interlocal Cooperation Agreement, entered into on this ____ day of _____ 2022, by and between the Commissioners Court of Walker County (hereinafter, "County"), Texas and the Huntsville Downtown Business Alliance, (hereinafter, "DBA").

WITNESSETH:

WHEREAS, The Huntsville DBA is a 501.C.3 non-profit organization where dedicated members work together to promote downtown businesses. The Alliance strives to provide a warm and friendly atmosphere for visitors and to enhance the downtown experience; and

WHEREAS, the County and the DBA each possesses the power and authority to engage in activities that beautify the community and serve the public good; and

WHEREAS, the County and the DBA agree that a beautiful downtown and courthouse square improve our community and attract visitors and residents alike to shop and enjoy; and

WHEREAS, the parties agree that their respective contribution of funding and/or in-kind labor to the project allows the burden of the cost for the improvements to be lessened on each entity;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the DBA hereby agree as follows:

1. The County of Walker and the DBA will share in the cost of the purchase and installation of Christmas lights on and around the downtown square.
2. The cost share shall consist of three entities: The DBA, the City of Huntsville, and the County of Walker.
3. Each entity shall contribute an equal amount, with the total cost to Walker County not to exceed \$15,000.
4. The County is contributing only monetarily to the project, no other in-kind services are expected or required of the County.
5. The DBA or its designee shall arrange and manage all functions required to acquire, install, and maintain items funded via this agreement.
6. THE FINAL DELIVERABLES: shall consist of the delivery of goods and services described herein and also within the application submitted to the County requesting funding of the project.
7. The DBA shall administer the program using the following procedures:
 - The DBA shall adhere to its Procurement Policies and Procedures to obtain, install, maintain, and remove the lights.

**WALKER COUNTY AND HUNTSVILLE DOWNTOWN BUSINESS ALLIANCE, AGREEMENT FOR
SHARING OF COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF CHRISTMAS
LIGHTS IN THE DOWNTOWN AREA**

- The DBA, after receipt of the items, shall submit proof of delivery, a copy of the invoice from the vendor, and an invoice to the County in amount of one third (1/3) of the total purchase price, with the maximum being \$15,000.
 - The County shall issue a check to the DBA for one third (1/3) of the amount of the purchase, not to exceed \$15,000.
 - The DBA shall present a copy of the paid invoice and cancelled check to the County within 30 days of clearing bank or money allocated will be due back to County.
 - The DBA must submit a certification that no other Federal funds were used to purchase the products procured.
8. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.
9. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
10. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to the Downtown Business Alliance:

Justin Killingsworth, DBA President
1118 11th ST, Huntsville, TX 77340
Huntsvilledba@outlook.com
Phone: (832) 795-7187

**WALKER COUNTY AND HUNTSVILLE DOWNTOWN BUSINESS ALLIANCE, AGREEMENT FOR
SHARING OF COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF CHRISTMAS
LIGHTS IN THE DOWNTOWN AREA**

If to Walker County:

Elizabeth Jan, Office of the County Judge
1100 University Ave
Huntsville, Texas 77340
Phone: (936) 436-4910

11. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of Walker County, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the County Commissioners Court. No official, representative, agent, or employee of the DBA has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
12. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
13. This Agreement shall be construed under the Federal laws provided by the United States and the laws of State of Texas. Any suits relating to this Agreement will be filed in a court of competent jurisdiction within Walker County, Texas.
14. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
15. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.
16. The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the termination. The termination of the contract shall not prevent nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract already accrued.

**WALKER COUNTY AND HUNTSVILLE DOWNTOWN BUSINESS ALLIANCE, AGREEMENT FOR
SHARING OF COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF CHRISTMAS
LIGHTS IN THE DOWNTOWN AREA**

Approved on the date or dates indicated.

Downtown Business Alliance

Justin Killingsworth, President

Executed on this ____ day of _____ of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.

**COOPERATIVE AGREEMENT
BETWEEN WALKER COUNTY AND
CARE CENTER HUNTSVILLE**

This Cooperative Agreement is entered into effective on the date when the last Party executes the agreement, by and between the County of Walker, Texas, (hereinafter, "County"), and Care Center Huntsville, (hereinafter, "The Center").

WITNESSETH:

WHEREAS, the County and The Center each possess the power and authority to engage in activities that promote health and education, and to provide services to further those ends; and

WHEREAS, the County and The Center agree that COVID-19 has negatively impacted revenues; and

WHEREAS, the County and The Center both agree that the County's contribution to fund The Center's request for financial assistance will only be used to purchase and maintain goods and services that benefit families, individuals, students and children as described in the submitted funding request document. The County has determined that these are qualified purchases as defined by the US Department of the Treasury under the following Category:

- 2.10 Aid to non-profit organizations
- 3.2 Education Assistance: High Poverty Districts
- 3.5 Education Assistance: Other (Costs for Bright Course, Zoom)

NOW, THEREFORE, the County and The Center hereby agree as follows:

1. The County will provide funding to The Center solely for the coverage of costs associated with the items described herein.
2. The contribution amount to be provided by the County for this initiative shall not exceed \$1,500 cumulative to The Center in the Walker County fiscal year 2021-2022.
3. The project shall terminate September 30, 2022, or whenever the funds are expended, whichever occurs first.
4. The County is contributing only monetarily to the project, no in-kind services are expected or required of the County.
5. The Center, or its designee, shall arrange and manage all functions required to acquire, install, disperse, and maintain items funded via this agreement.

**COOPERATIVE AGREEMENT
BETWEEN WALKER COUNTY AND
CARE CENTER HUNTSVILLE**

6. THE FINAL DELIVERABLES: shall consist of the purchase, dispersal and use of products and materials described in the submitted application for funding.
7. The Center shall administer the program using the following procedures:
 - The Center shall adhere to its Procurement Policies and Procedures to obtain, install, maintain, and operate the items described in the funding request document.
 - The Center shall present to the County all documentation associated with obtaining the quotes, the selected vendor, and the amount of the purchase;
 - The County shall review the quotes and authorize reimbursement if all purchasing requirements have been satisfied.
 - The Center, after purchasing the items, shall submit proof of purchase and a paid invoice receipt to the County;
 - The County shall issue a check to The Center for the amount of the purchase;
8. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.
9. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
10. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to The Center:

Kathy Hazelwood, Executive Director
1215 15th Street, Huntsville, TX 77340
Kathy-pcc@suddenlink.net

**COOPERATIVE AGREEMENT
BETWEEN WALKER COUNTY AND
CARE CENTER HUNTSVILLE**

Phone: (936) 294-0404

If to Walker County:

Elizabeth Jan, Office of the County Judge
1100 University Ave
Huntsville, Texas 77340
Phone: (936) 436-4910

11. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of Walker County, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the County Commissioners Court. No official, representative, agent, or employee of The Center has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
12. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
13. This Agreement shall be construed under the Federal laws provided by the United States and the laws of State of Texas. Any suits relating to this Agreement will be filed in a court of competent jurisdiction within Walker County, Texas.
14. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
15. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.
16. The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the termination. The termination of the contract shall not prevent

**COOPERATIVE AGREEMENT
BETWEEN WALKER COUNTY AND
CARE CENTER HUNTSVILLE**

nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract already accrued.

Approved on the date or dates indicated.

Care Center Huntsville

Kathy Hazelwood, Executive Director

Executed on this ____ day of _____ of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.