

**STATE OF TEXAS           §**

**COUNTY OF TARRANT §**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EULESS, TEXAS AND  
THE CITY OF BEDFORD, TEXAS FOR CONSTRUCTION OF ROADWAY  
IMPROVEMENTS AT THE INTERSECTION OF CHEEK-SPARGER ROAD  
AND THE PROPOSED RIO GRANDE BOULEVARD**

This Interlocal Agreement (the “Agreement”) for the Construction of Paving, Drainage, and Traffic Signalization Improvements at Cheek-Sparger Road and the proposed Rio Grande Boulevard is made and entered into by and between the City of Euless, Texas, a municipal corporation located in Tarrant County, Texas (“Euless”), and the City of Bedford, Texas, a municipal corporation located in Tarrant County, Texas (“Bedford”). (Bedford and Euless shall hereafter be collectively referred to as the “cities”).

WHEREAS, Euless and Bedford mutually desire to enter into an interlocal agreement to construct roadway and infrastructure improvements at Cheek-Sparger Road and the proposed Rio Grande Boulevard (the “Project”); and

WHEREAS, Chapter 791, Texas Government Code, as amended (the “Act”), provides authorization for municipalities to contract with one another for

the performance of governmental functions and services under the terms of the Act; and

WHEREAS, Euless and Bedford have need to construct these roadway improvements, which shall be located in part in Euless and in part in Bedford; and

WHEREAS, a private developer shall provide financing for the Project as provided herein; and

WHEREAS, Euless and Bedford are willing to cooperate with one another to accomplish the construction and maintenance as provided in this Agreement; and

WHEREAS, it is mutually advantageous to both parties to enter into this Agreement:

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged, Euless and Bedford hereby contract, covenant, warrant and agree as follows:

## I. ADOPTION OF PREAMBLE

All of the matters stated in the preamble of this Agreement are found to be true and correct and are hereby incorporated into the body of the Agreement by reference as though fully set forth in their entirety herein.

## II. OBLIGATIONS OF THE PARTIES

1. The City of Euless, through a private developer's consulting engineer, shall provide design services for the Project.

2. The cities agree that the City of Euless, through a private developer, shall construct, in accordance with the approved set of construction plans, the Project, portions of which lie in the City of Bedford.

3. The cities agree that Bedford shall have an opportunity to review the construction plans and specification submittals.

4. The cities agree that Bedford shall have no financial obligations related to the Project.

5. The cities agree that Euless will provide all construction inspection and construction management for the Project at its sole cost.

6. Bedford and Euless agree that the construction to be done within Bedford shall provide barricades, traffic control during construction and project clean up after the Project is completed.

7. The cities agree that Euless will provide maintenance on all new pavement, including signage and pavement markings constructed with the Project.

8. The cities agree that Euless will operate and maintain all traffic signals constructed with this project at its sole cost.

### III. INDEMNIFICATION AND HOLD HARMLESS

1. To the extent allowed by law, Euless agrees to indemnify and hold Bedford harmless from any claim by a third party for damages arising from or resulting from the construction or maintenance, in accordance with terms set forth in this agreement, of any portion of the Project lying in the City of Euless.

2. To the extent allowed by law, Bedford agrees to indemnify and hold Euless harmless from any claim for damages arising from any act of negligence of the City of Bedford or any of its employees in conjunction with the construction or maintenance of any portion of the Project lying in the City of Bedford.

3. The provisions of these indemnifications shall not apply to acts of gross negligence or willful misconduct by the indemnified party.

4. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5. Further, the indemnification and hold harmless contained herein shall not be deemed a waiver of any sovereign immunity allowed pursuant to Tex. Civ. Proc. & Rem. Code Section 101.001 et. seq., or otherwise.

### IV. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been adequately given if deposited in the United States mail in an envelope with sufficient postage and properly addressed to the other party as follows:

TO BEDFORD:

City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76022  
Attention: City Manager

TO EULESS:

City of Euless  
201 N. Ector  
Euless, Texas 76039-3595  
Attention: City Manager

A change of address may be made by either party upon the giving of ten (10) days prior written notice.

#### V. MISCELLANEOUS PROVISIONS

1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
3. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
4. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. If, in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. The obligations and undertakings of each of the parties to this Agreement are and shall be performable in Tarrant County, Texas.

7. Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF BEDFORD, TEXAS

\_\_\_\_\_  
Mayor  
City of Bedford, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Bedford, Texas

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Bedford, Texas

CITY OF EULESS, TEXAS

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Mayor  
City of Euless, Texas

ATTEST:

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City Secretary  
City of Euless, Texas

[SEAL]

APPROVED AS TO FORM:

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City Attorney  
City of Euless, Texas