THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

CONTRACT

This Agreement made and entered into this _____ day of _____, 2008, by and between the County of Tarrant, acting herein by and through its governing body the Commissioners Court, hereinafter referred to as the COUNTY, and the CITY OF EULESS acting herein by and through its governing body, hereinafter referred to as the CITY, both of Tarrant County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body agrees to share in the cost of the services described below:

- HMAC overlay of Denton Drive from Main Street North to Fuller-Wiser Road (approximately 3,117, lf).
- HMAC overlay of Ash Lane West from Aransas Drive to FM 157 (approximately 3,100 lf).
- HMAC overlay of Fair Oaks Boulevard from Main Street North to Ash Lane West (approximately 3,020 lf).

The CITY hereby agrees that the CITY will pay for any engineering and/or laboratory testing necessary for this project, and that the COUNTY will not be responsible for any payment for such services. The CITY must notify the COUNTY within thirty days of completion of this project of any complaint the CITY has with the project.

For and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the parties agree as follows:

1. The COUNTY agrees to provide the following work for the projects:

   Denton Drive: Place a 2-inch HMAC overlay on the existing pavement surface.

   Ash Lane West: Place a 2-inch HMAC overlay on the existing pavement surface.

   Fair Oaks Boulevard: Place a 2-inch HMAC overlay on the existing pavement surface.

2. The COUNTY agrees to provide the labor and equipment necessary for the work on the proposed projects.

3. The CITY agrees to pay for the actual cost of all materials, including any delivery or freight costs. The CITY will provide a purchase order for each vendor and will be billed directly by the material suppliers. The COUNTY may accumulate and bill the CITY for incidental material cost.

4. The CITY agrees to pay for the cost of the removal of the existing asphalt surface by a milling contractor and is responsible for the adjustment of all manholes, valves, and utilities. The CITY will coordinate and disconnect any existing traffic signal loops and will be responsible for the replacement of all signal related devices if necessary.

5. The CITY agrees it will be responsible for traffic control on these projects. This responsibility includes all signage, barricades and flagmen necessary to control traffic in and around the construction site. The COUNTY will provide temporary pavement markings where specified by the CITY. The COUNTY will be responsible for the placement of all permanent pavement markings as specified by the CITY.

6. The CITY will provide the COUNTY with a hydrant meter and all the water necessary for the projects at no cost to the COUNTY.

7. The CITY agrees that if a Storm Water Pollution Prevention Plan (SWPPP) is required, the CITY will be responsible for the design and development of the Plan. The COUNTY will be responsible for the implementation and maintenance of the Plan for the duration of the project. The CITY further agrees to pay for all costs (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan.

By entering into this Agreement the parties do not create any obligations express or implied other than those set forth herein and this Contract shall not create any rights in parties not signatories hereto.

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement. The CITY agrees that the COUNTY is relying on the CITY for notice of when to proceed with this project, but this Agreement does not require the COUNTY to do this project within any particular time frame.

This Agreement shall terminate automatically upon happening of any of the following events:

1. The completion of the improvement provided for herein or;

2. At the end of one (1) year from date herein, unless renewed by both parties in writing.

CITY:

_____
Authorized City Official

ATTEST: CITY

_____
City Secretary

TARRANT COUNTY:

_____
B. Glen Whitley, County Judge

ATTEST: COUNTY

_____

_____
Gary Fickes, Commissioner
Precinct 3

*APPROVAL AS TO FORM:

_____

District Attorney's Office

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorneys.