

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Euless ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

Wilshire Drive: CITY's Contractor will mill the surface edges and remove the milled asphalt. COUNTY will place a new two inch HMAC surface.

Marlene Drive: CITY's Contractor will mill the surface edges and remove the milled asphalt. COUNTY will place a new two inch HMAC surface.

2. CITY RESPONSIBILITY

- 2.1 The CITY will provide Purchase Orders for the materials used on the project. The COUNTY will invoice the CITY for the materials it supplies;
- 2.2 The CITY agrees to provide water and a hydrant meter for this project and adjust all manholes/valves in the project area;

- 2.3 The CITY will furnish traffic control and supplies;
- 2.4 The CITY will furnish a staging/disposal site for dumping waste materials generated during this project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

COUNTY will keep CITY informed of any new developments, problems or issues that arise during the project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

CITY OF EULESS

COUNTY OF TARRANT

Date: _____

B. Glen Whitley, County Judge

Date: _____

Attest:

Gary Fickes, Commissioner Pct 3

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND
LEGALITY

CITY ATTORNEY

ASSISTANT DISTRICT ATTORNEY