

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF EULESS AND THE CITY OF MINERAL WELLS**

This agreement is made this 24th day of April, 2012, between the City of Euless and the City of Mineral Wells, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code, providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein agree as follows:

Whereas, the parties, 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;

Whereas, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

**I.**

To utilize one or more of existing contracts, the non-contract awarding City must request authorization, in writing, from the contract awarding City. Upon receipt of request, the contract awarding City will seek approval from the contracted provider.

**II.**

Each party to this agreement agrees that all specifications for selected items or services shall be as determined by the contract awarding City.

Each party agrees to pay the supplier for its respective goods and services purchased pursuant to this agreement. The successful bidder or bidders shall bill directly the City placing order for all goods and services purchased, and that City shall be responsible for the supplier or contractor's compliance with all conditions of delivery and quality of the procurement.

**III.**

Lance Howerton, or his successor, is hereby designated as the official representative to act for the City of Mineral Wells in all matters relating to this agreement. Gary McKamie, or his successor, is hereby designated as the official representative to act for the City of Euless in all matters relating to this agreement.

IV.

This agreement shall take effect upon execution by both signatories.

V.

Either party may terminate the Agreement by giving the other party as least thirty (30) days written notice of termination provided all work accomplished or goods or services provided shall be paid for in accordance with the contract up to the date the termination becomes effective.

VI.

Either party agrees to be responsible for any and all liability or damages to itself or any other party, individual, or entity arising from the sole negligence of said party. The two (2) parties agree that damages or liability occurring during the performance of this Agreement caused by the joint or comparative negligence of parties, their agents, servants and employees, shall be determined in accordance with the comparative responsibility requirements of the State of Texas.

VII.

If it is a larger public works project, there will be statutory bid, performance, payment and materialmen bonds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

CITY OF MINERAL WELLS

CITY OF EULESS

By \_\_\_\_\_

By \_\_\_\_\_

Title City Manager

Title City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_