STATE OF TEXAS §
§ **Interlocal Agreement**
COUNTY OF TARRANT §

This agreement is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and City of Euless, hereinafter referred to as CITY, and collectively referred to as the parties, for the purpose of funding a needed transportation project within the boundaries of both parties which the Commissioners Court and the governing body of the CITY find serves a public purpose and serves the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This agreement is made pursuant to Chapter 791 of the Texas Government Code;

2. To the extent necessary the parties will use current revenues to pay obligations in this agreement;

3. The project benefits the public in that it is a needed transportation project;

4. The COUNTY and the CITY each has the legal authority to perform its obligations in this agreement; and

5. The division of costs provided in this agreement constitute adequate consideration to each party.

I.
PROJECT DESCRIPTION

This project includes the widening of Ash Lane from two lanes to four lanes from Aransas Drive to Main Street.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

A. All costs associated with said project including acquisition of right of way, planning, engineering, surveying and governmental approval costs;

B. All construction costs;

C. Construction agreement administration, site review, permitting and inspection;

D. Interagency cooperation;

E. A monthly progress report documenting the percent complete for each major component of the project shall be provided to the COUNTY;

F. CITY will notify the COUNTY on completion of the project.

G. CITY will include the following language on all on-site public notice signage:

"This project is funded by the City of Euless and the Tarrant County Commissioners Court through the 2006 Tarrant County Bond Program"

III.
TERM

This agreement will conclude with the ending of the current fiscal year unless terminated sooner per Section XI of this agreement.

IV.
COST

COUNTY agrees to reimburse up to $726,900 from the COUNTY'S 2006 Transportation Bond Program Commissioner Discretionary funds in accordance with Attachment A which is attached hereto and hereby made a part of this agreement for all purposes. However, in the event that the schedule is delayed, the COUNTY is excused from paying until the successful completion of the scheduled phase of the project as reasonably determined by the COUNTY. The CITY will provide certification signed by the CFO or authorized official that the work has been completed and that the funds being requested have been expended.

CITY understands that CITY will be responsible for any other expenses incurred by CITY in performing the services under this agreement.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CITY and neither CITY nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

CITY agrees that the COUNTY will have no right to control the manner or means of construction of the project.

VI.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this agreement without the prior written consent of the other party.

VII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this agreement may bring a cause of action pursuant to this agreement as a third party beneficiary. This agreement may not be interpreted to waive the sovereign immunity of any party to this agreement to the extent such party may have immunity under Texas law.

VIII.
AUDIT OF RECORDS

CITY's records regarding this project shall be subject to audit by the COUNTY during the term of this agreement and for two years after the completion of the project.

IX.
ENTIRE AGREEMENT

This agreement represents the entire understanding of and between the parties and superseded all prior representations. This agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This agreement shall be governed by the laws of the State of Texas and venue for any action under this agreement shall be in the district courts of Tarrant County,

Texas.

X.
SCHEDULING

CITY agrees that the COUNTY retains control over the COUNTY funding disbursement schedule identified in Attachment A. COUNTY agrees to notify CITY of any changes to the funding disbursement schedule 30 days in advance. Such notification will be in the form of written correspondence delivered by regular mail.

XI.
TERMINATION

Until funded by the COUNTY as described in Paragraph IV this agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this agreement, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
County Administrator
Tarrant County
100 E Weatherford St
Fort Worth, Texas 76196

CITY:
City Manager
City of Euless
201 N. Ector Drive
Euless, Texas 76039

APPROVED on this day the _____ day of _____, 20___, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

_____
County Judge

CITY

_____
City Manager

Approved as to form and content:

_____
City Attorney

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $_____:

Certification of Funds Available as follows:

Fiscal year ending September 30, 2007	$
Fiscal year ending September 30, 2008	$
Fiscal year ending September 30, 2009	$
Fiscal year ending September 30, 2010	$
Fiscal year ending September 30, 2011	$
Fiscal year ending September 30, 2012	$581,520

All future years funding is contingent on future debt issuance and renewal of this contract

Fiscal year ending September 30, 2013	$145,380
Fiscal year ending September 30, 2014	$
Fiscal year ending September 30, 2015	$
Fiscal year ending September 30, 2016	$
	$726,900

_____
Auditor's Office

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the District Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve a agreement 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 attorney(s).

ATTACHMENT A

Project Information

City: City of Euless
Project Name: Widening of Ash Lane from two lanes to four lanes

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Sep-2011	14	Nov-2012

* COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	$
ROW Acquisition:	$
Utility Relocation:	$
Construction:	$726,900
County Funding Total:	$726,900

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2007		$	$	$
2008	$	$	$	$
2009	$	$	$	$
2010	$	$	$	$
2011	$	$	$	$145,380
2012	$145,380	$145,380	$145,380	$145,380
2013	$	$	$	$
2014	$	$	$	$
2015	$	$	$	$
2016	$	$	$	$