THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

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 projects:

South Ector from SH 10 to SH 183: County will place a two-inch HMAC surface.

North Ector from SH 183 to Trojan Trail: County will place a two-inch HMAC surface.

Trojan Trail from SH 157 to Ector Dr. North: County will place a two-inch HMAC surface.

Midway Road from Ector Drive North to Main Street: County will place a two-inch HMAC surface.

2. CITY RESPONSIBILITY

2.1 CITY will furnish all materials for the projects and pay trucking charges.
2.2 CITY will furnish a site for dumping waste materials generated during these projects.
2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the projects.
2.5 CITY will provide temporary driving lane markings.
2.6 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the projects at no cost to the COUNTY.
2.7 CITY will adjust all utilities, manholes and valve boxes.
2.8 City agrees the roads will be closed to through traffic during working hours, remaining open to homeowners on the street as much as possible.
2.9 CITY will pay for one-half of the fuel used on these projects.
2.9.1 CITY will mill the surface prior to COUNTY asphalt overlay.

3. PROCEDURES DURING PROJECTS

COUNTY retains the right to inspect and reject all materials provided for these projects.

If the CITY has a complaint regarding the construction of the projects, 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 projects.

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

_____

Date: _____

Attest:

_____

APPROVED AS TO FORM

_____
CITY ATTORNEY

COUNTY OF TARRANT

_____
COUNTY JUDGE

Date: _____

Attest:

_____

APPROVED AS TO FORM

_____
ASSISTANT DISTRICT ATTORNEY

* 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 attorney(s).

7/2010
Amended: 2/2011