

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

**INTERLOCAL AGREEMENT REGARDING OPERATION AND MAINTENANCE OF CYCLONE  
CREEK TRUNK OUTFALL PIPELINE BETWEEN  
THE TRINITY RIVER AUTHORITY OF TEXAS AND CITY OF EULESS, TEXAS**

WHEREAS, this Interlocal Agreement (Agreement) is made by and between the Trinity River Authority of Texas (Authority) and City of Euless, Texas (Euless), under the authority granted each by the Interlocal Cooperation Act, TEX. GOV'T CODE § 791.001 et seq. (Act), which authorizes municipalities and districts to contract with one another for the performance of governmental functions and services under the terms of the Act; and

WHEREAS, the Authority's Central Regional Wastewater System (CRWS) provides sanitary sewer collection and treatment services to customer cities including Euless; and

WHEREAS, in accordance with the Contract, effective September 11, 1973, between Euless and the Authority, Euless granted the Authority the use of certain wastewater transmission lines, including an existing 12 to 15-inch diameter pipeline known as the Cyclone Creek Trunk Outfall; and

WHEREAS, the Authority was granted the right to use the Cyclone Creek Trunk Outfall until such time as the Authority no longer needed the use of those facilities by reason of their replacement; and

WHEREAS, the Authority intends to construct, operate and maintain a new sanitary sewer interceptor pipeline known as the WF-10 and WF-13 Pipeline Improvements Project (Project) that will be located within Euless' drainage and utility easement along Cyclone Creek, north of State Highway 10 and south of State Highway 183, all within the city limits of Euless; and

WHEREAS, the Authority and Euless desire to return operation and maintenance responsibilities for the existing Cyclone Creek Trunk Outfall pipeline to Euless upon completion of the Project;

WHEREAS, this Agreement is made to acknowledge the return of operation and maintenance responsibilities for the Cyclone Creek Trunk Outfall to Euless, said line consisting of approximately 4,900 feet of existing 12- to 15-inch diameter pipeline beginning at approximately the confluence of Cyclone and Hurricane Creek and ending south of State Highway 183, all within the city limits of Euless.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged, the Authority and Euless hereby agree as follows:

I. ADOPTION OF PREMISES

All of the matters stated hereinabove are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.

II. NEW SANITARY SEWER IMPROVEMENT

- (1) The Authority shall be responsible for all planning, design and construction of the Project. The Project will involve construction of a new 15- to 24-inch diameter pipeline to replace the existing Cyclone Creek Trunk Outfall pipeline. The work shall be performed in accordance with plans and specifications approved by Eules;
- (2) As a part of the Project, the Authority shall rehabilitate the existing 12- to 15-inch pipeline and all future operation and maintenance duties related to it shall become the responsibility of Eules upon the Authority's final acceptance of the Project, and said rehabilitation shall be performed in accordance with plans and specifications approved by Eules;
- (3) Eules grants full permission to the Authority to utilize Eules' drainage and utility easements for the planning, design, construction, maintenance, and installation of the Project;
- (4) The Authority shall be responsible for all expenses incurred in the construction of the Project;
- (5) After completing the construction of the Project, the Authority will restore the premises to equal or better condition in which same was found before such work was undertaken, including, but not limited to any landscaping, to include the replacement of disturbed areas with sod and replacement of existing shrubbery and/or trees, and fences that might be disturbed or damaged in performing said work.

III. INDEMNIFICATION AND HOLD HARMLESS

To the extent allowed by law and subject to and without waiving defenses or immunities under Texas law, the Authority agrees to indemnify and hold Eules harmless from any claim by a third party for damages arising from or resulting from the construction of the Project.

IV. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been received upon deposit in the United States mail in an envelope with sufficient postage and properly addressed to the other party as follows:

TO THE AUTHORITY:

Trinity River Authority of Texas  
5300 South Collins Street  
Arlington, Texas 76018

Attn: Fiona M. Allen, P.E.  
Northern Region Manager

TO EULESS:

City of Euless  
201 North Ector Drive  
Euless, Texas 76039

Attn: City Manager

A change of address may be made by either party upon the giving prior written notice.

VI. MISCELLANEOUS

- (1) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.
- (2) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
- (3) No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties.
- (4) This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (5) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (6) All remedies provided for in this contract are in addition to, not in substitution of, all remedies of the parties at law or in equity. All remedies are intended to be cumulative, and a party to this contract may pursue the remedies provided for in this agreement and all remedies at law or in equity at the same time.
- (7) All payments made by the parties to this contract shall be paid from current revenues.

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J. KEVIN WARD  
General Manager  
Trinity River Authority of Texas

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LINDA MARTIN  
Mayor  
City of Euless

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HOWARD S. SLOBODIN  
Secretary, Board of Directors  
Trinity River Authority of Texas

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KIM SUTTER, TRMC  
City Secretary  
City of Euless

APPROVED BY EULESS CITY COUNCIL:

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Date

APPROVED BY AUTHORITY BOARD:

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Date

Approved as to Form and Legality:

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HOWARD S. SLOBODIN  
General Counsel

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WAYNE OLSON  
City Attorney