THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Resurface **Westpark Way Circle** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Westpark way South to Westpark Way North including the three cul-de-sacs along Westpark Way Circle (Approximately 2,671 linear feet).

- Resurface **West Alexander Lane** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Main Street to Martha Street (Approximately 1,118 linear feet).

- Resurface **Main Street** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Euless Blvd. to Pipeline Road (Approximately 5,556 linear feet).

- Resurface **Ector Drive** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Midway Drive to Trojan Trail (Approximately 1,911 linear feet).

- Rehabilitate and Resurface **Stonewall Drive** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Ector Drive to Midway Drive (Approximately 1,600 linear feet).

- Rehabilitate and Resurface **Collin Drive** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Harwood Road to Denton Drive (Approximately 2,005 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

a. This Agreement serves the common interests 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 the COUNTY have authorized their representative to sign this Agreement.
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Resurface **Westpark Way Circle** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Westpark way South to Westpark Way North including the three cul-de-sacs along Westpark Way Circle (Approximately 2,671 linear feet).

- Resurface **West Alexander Lane** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Main Street to Martha Street (Approximately 1,118 linear feet).

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- Rehabilitate and Resurface **Collin Drive** located within the City of Euless and Tarrant County Commissioner Precinct #3 from Harwood Road to Denton Drive (Approximately 2,005 linear feet).

2. CITY RESPONSIBILITY

2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.

2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.

2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.

2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.

2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.

2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

2.9 The CITY will provide the material to backfill the pavement edges for this project.

2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

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

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

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 the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

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

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement 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.

10. TERMINATION

This Agreement will automatically terminate on either September 30, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

_____
Tim O'Hare
County Judge

Date: _____

_____
Matt Krause
Commissioner, Precinct 3

Date: _____

CITY OF EULESS

_____
Chris Barker
City Manager

Date: _____

_____
Major Jones
Director of Public Works

Date: _____

Attest:

_____

APPROVED AS TO FORM*

_____
Criminal District Attorney's Office*

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney