

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF PARKER

BACKGROUND

This Interlocal Agreement is between County of PARKER ("COUNTY"), and the City of WILLOW PARK ("CITY");

Sections 791.001 - 791.032 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.
- e. This agreement does not limit the City's authority to repair or maintain any part of its streets or roads without use of County assistance.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 The County agrees to perform road repair, maintenance and construction. The roads and streets to be repaired, maintained, or constructed and work to be performed, shall be specifically described by an **Addendum** to this contract, which shall be signed and dated by the City Mayor upon approval of the City Council of the municipality in which the work is to be performed and signed and dated by the County Judge upon approval of the Commissioner's Court. A copy of said **Addendum** shall be filed with the City Secretary and Commissioner's Court.

- 1.2 County agrees to perform minor repairs without an addendum as long as cumulative actual costs for repairs, equipment, material and labor do not exceed \$1,000.00 for the total project. County will schedule and complete the work in a reasonable time upon receipt of the request.
- 1.3 The County agrees to use County equipment and labor to repair and maintain the aforementioned streets or public roads.
- 1.4 The County may provide materials for repair and maintenance of said roads, if not, then the City may obtain, haul and transport any materials needed for repair and maintenance.
- 1.5 The County agrees to keep accurate record of the equipment and labor, used in repair or maintenance of said roads and present same to City with monthly bills for the cost of use of equipment and labor. Copies of invoices or bills for materials and cost of transportation of same shall be presented monthly for reimbursement to the City Secretary.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 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 project; and
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 2.7 CITY agrees to pay actual cost of equipment and man-hours calculated using the current year FEMA rate schedule. Material cost will be calculated based on the purchase price. Upon completion of work performed by the County, the Department Head responsible for such work shall prepare and deliver an invoice to the County Treasure who will be responsible to send the City a bill. The County and the City Department Head responsible for supervising work under this contract shall complete and file such work orders on such form as prescribed by the City Secretary. In the event that repairs

and maintenance is not done with such regularity as to make monthly billing of the City practicable, then billing shall be done at the conclusion of each job. City shall pay costs of labor, use of equipment and materials and transportation within 45 days of receipt of said bills. The County Treasurer or if none the County Auditor shall be the agent for the County for receipt of said bills.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project if provided by the CITY.

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

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;
- 5.4 If a Storm Water Prevention Plan is provided by CITY, COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the project.

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. It is also understood that the County must give priority to its own network of public roads and that this contract does not require the County to divert its resources to maintenance of City streets or roads when such diversion would cause neglect of County road maintenance.

7. THIRD PARTY

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement 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 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 signature makes the agreement fully executed. This contract shall be renewed annually; however, it may be terminated at any time by either party upon 10 days written notice to the other party. The City Mayor and the County Judge shall be agents of the parties for the receipt of such notice.

COUNTY OF PARKER

CITY OF WILLOW PARK

COUNTY JUDGE

Date: _____

CITY MAYOR

Date: _____

COMMISSIONER, PRECINCT FOUR

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND
LEGALITY

COUNTY ATTORNEY

CITY ATTORNEY

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