

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

The parties enter into this Agreement under the authority of Sections 791.001 – 791.029 of the Texas Government Code.

The CITY is requesting the COUNTY's assistance in providing the CITY with liquid asphalt, to the extent available, at the COUNTY's contract price on an as-needed basis so that CITY may use the liquid asphalt for the benefit of the public in maintaining public roads and streets.

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.

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;
- d. The CITY and COUNTY have authorized their representative to sign this Agreement; and
- e. The CITY and COUNTY 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.

The parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 The COUNTY agrees to allow the CITY to purchase liquid asphalt from the Tarrant County Precinct Three Maintenance Department—only to the extent the Precinct Three Maintenance Department may have liquid asphalt exceeding the Precinct's current and future needs—at the COUNTY's most recent contract price. A copy of the most recent contract price will be provided to the CITY upon request. The COUNTY will invoice the CITY for the liquid asphalt supplied.
- 1.2 County may spray the liquid asphalt using County Equipment as requested by the City. Application of the liquid asphalt by the COUNTY will be at the option of the COUNTY subject to the availability of COUNTY resources.

2. CITY RESPONSIBILITY

- 2.1 CITY may pick up the liquid asphalt at the Tarrant County Precinct Three Maintenance Facility.
- 2.2 CITY agrees to accept the liquid asphalt as provided.
- 2.3 CITY will pay the COUNTY in accordance with the terms as invoiced.
- 2.4 If the City request the COUNTY to apply the liquid asphalt, the CITY will provide all necessary traffic control for application.

3. 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.

4. TIME PERIOD FOR COMPLETION

The CITY's request for liquid asphalt will be on an "as needed basis," only, and the COUNTY may make then-available liquid asphalt, if any, available for pick up or application by the CITY at an agreed upon time. However, COUNTY is under no duty to deliver to or provide the CITY with liquid asphalt at any place or any time, and is under no duty to obtain an order of liquid asphalt for the CITY's use in the event the COUNTY does not have a supply exceeding the COUNTY's current and future needs at the time of the CITY's request. The initial term of this Agreement is until September 30, 2022 and will automatically renew for a like term thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY

is still liable for payment to the COUNTY for any outstanding invoice for liquid asphalt by the CITY under this Agreement.

5. 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.

6. 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.

7. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

8. NOTICES

All notices required to be given under this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery:

City: City Manager
City of Euless
201 Ector Drive
Euless, Texas 76039

County: Tarrant County Judge
100 E. Weatherford, Suite 501
Fort Worth, TX 76196-0101

Copy to:

Director, Field Operation
Tarrant County Precinct #3
Northeast Maintenance Center
7301 Precinct Line Road
North Richland Hills, Texas 76180

TARRANT COUNTY, TEXAS

CITY OF EULESS

B. Glen Whitley
County Judge

Date: _____


Gary Fickes
Commissioner, Precinct 3

Date: _____



Loretta Getchell
City Manager

Date: 2/9/2022

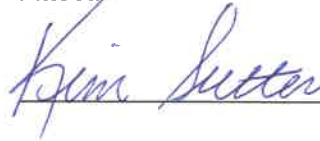


Hal Cranor
Director of Public Works

Date: 9 Feb 2022



Attest:



APPROVED AS TO FORM*

Criminal District Attorney's Office*

APPROVED AS TO FORM AND LEGALITY



City Attorney

* 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.