

**INTERLOCAL AGREEMENT BETWEEN MONTAGUE COUNTY, TEXAS AND CITY OF BOWIE FOR ROAD REPAIRS AND MAINTENANCE**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF MONTAGUE   §**

**WHEREAS**, this agreement is made and entered into on the 30<sup>th</sup> day of May, 2018 by and between Montague County, Texas (COUNTY), through its Commissioners Court and the City of Bowie (CITY), through its City Council, and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by the Agreement; and

**WHEREAS**, the CITY currently has a need for road construction, maintenance, enhancements, improvements, repairs and other projects located within Montague County and due to the location of the road, commonly known as Bridge/Water Crossing at 1400 block of North Mill Street, Bridge/Water Crossing at 400 block of East Nelson Street, Bridge/Water Crossing at 700 block of East Nelson Street in Bowie, Texas; and

**WHEREAS**, Montague County periodically needs paving and pot hole repairs, continuous emergency road material storage at the City of Bowie yard, and bulk water up to 100,000 gallons per month of non-potable water; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**PUBLIC PURPOSE**

The purpose of this contract is for the COUNTY to provide assistance with public projects to construct, maintain, enhance, improve, or repair a public road (to include "pothole repair" of specific roadway areas), being a part of the CITY's property and located in one or more defined legal boundaries within said Precinct of the County Commissioner that is sponsoring the public project for the furtherance of public benefit within Montague County.

**PUBLIC PROJECT PROCEDURE**

Before any work can start on and all public projects covered by this agreement the following process must be completed in accordance with Texas Government Code 791.014:

1. Having established the agreed public project, the Montague County Commissioner has tacitly approved the proposed project.
2. If approval is granted by the CITY, the CITY must return the signed Interlocal Agreement to the Montague County Commissioner and Montague County Judge. The Montague County Commissioner will then

submit this Interlocal Agreement to the County Judge to be placed on the Court's Agenda for a recommendation and vote by the Montague County Commissioner's Court.

3. If approved by the COUNTY, then and only then, can the COUNTY precinct employees begin work on the projects noted above.
4. All road construction, maintenance, enhancements, improvements, repairs and other projects will be done in a workmanlike manner as measured by Montague County's usual practice in such projects. The COUNTY shall be in charge of all control procedures, means, coordination and final inspection of the Public Projects contemplated under this agreement.
5. This agreement may cause Montague County to incur additional liability other than the liability it would have without this agreement.
6. By approval of this agreement, the CITY accepts, approves, and acquires responsibility for continued maintenance of projects noted above. COUNTY likewise accepts, approves and acquires responsibility for maintenance of repairs and paving done by the CITY.

#### **CONSIDERATION**

Total Charges for this agreement for the services and process mentioned above:

1. CITY will adopt, accept, and take responsibility for all cost of materials to construct, maintain, enhance, improve, and/or repair the roads and bridges described above.
2. Notwithstanding the foregoing, it is understood that each party paying for the performance of the mutual governmental functions, services, goods and materials must make those payments from the current fiscal year revenues available to the paying party.
3. The CITY shall pay any vendors directly for the materials used on the projects noted above.
4. If approved by the CITY, then and only then, can the city employees begin work on paving and pot hole repair or any other project requested by the COUNTY, including bulk water in the amount up to 100,000 gallons per month of non-potable water, and storage of emergency road repair materials at the City of Bowie yard.
5. The COUNTY shall pay any vendors directly for the materials used on the pot hole repair and paving projects that will be agreed to at a later date.

#### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days' notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

## EFFECTIVE DATE

The effective date of this agreement shall be from the date that both parties have signed within the 2018 fiscal year. This contract is a full, binding and final agreement of the parties to effectuate the efficient and practical use of public property by Local Governments.

## DISPUTE RESOLUTION

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint which contains sufficient detail clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: Mayor; COUNTY: County Judge.

**Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

## GENERAL PROVISIONS

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

### Notices:

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Montague County  
ATTN: MONTAGUE COUNTY JUDGE  
P.O. Box 475  
Montague, Texas 76251

**To CITY:** Any Notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Bowie  
ATTN: MAYOR  
304 Lindsey St.  
Bowie, Texas 76230

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United State Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Montague County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provisions of the Texas Tort Claims Act as amended. The CITY agrees to accept full responsibility for the acts, negligence and/or omissions of all CITY employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the CITY. COUNTY agrees to accept full responsibility for the acts, negligence and/or omissions of all COUNTY employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Montague COUNTY.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

**Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 30 day of May, 2018.

MONTAGUE

BY:   
Montague County Judge

Date: 31<sup>st</sup> May 2018

CITY OF BOWIE

BY:   
Mayor

Date: 5-30-18