

INTERLOCAL AGREEMENT #2-2018 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 12th day of June, 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 grading and enhancements of approximately 1 3/4 miles in the area known as Selma Park located at Amon G. Carter Lake, which is located in Precinct 2 of Montague County, Texas; and

WHEREAS, Montague COUNTY has a need for chip and seal paving of 1 mile of double coated paving on the county road named Country Club Road located in Precinct 2 of Montague County, Texas; 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 related to the road grading. COUNTY will adopt, accept, and take responsibility for all cost of materials to pave the roads requested by the COUNTY.
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 in grading of the roads described above.
4. If approved by the CITY, then and only then, can the city employees begin work on paving requested by the COUNTY. And, if approved by the COUNTY, then and only then, can the COUNTY employees begin the road grading work requested by the CITY.
5. The COUNTY shall pay any vendors directly for the materials used in the paving of roads described above.

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 12th day of June, 2018.

MONTAGUE

BY: 
Montague County Judge

Date: 6/12/18

CITY OF BOWIE

BY: 
Mayor

Date: 6-11-18