

THE STATE OF TEXAS

**KNOW ALL BY THESE
PRESENTS**

COUNTY OF BROWN

INTERLOCAL AGREEMENT

This Agreement is made and entered into this 11th day of May , 2015, by and between the County of Brown, acting herein by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the City of Early, acting herein by and through, Robert G. Mangrum, its duly authorized mayor, hereinafter referred to as CITY, both of Brown County, State of Texas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, 791.032;and Transportation Code Section 251.012.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body recognized that the Agreement covers repairs to certain streets that are partially (.10 mile) within the incorporated city limits of Early and without the incorporated city limits of Early. However, all are located within the County of Brown, and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, each governing body agrees to share in the cost of the services described below:

The COUNTY shall furnish labor and equipment to repair certain streets, listed on Attachment A incorporated herein when and as determined at the discretion of the Commissioner of Precinct Three for the COUNTY subject to the requirements of section 791.14 of the Government Code.

The CITY will assume the cost of materials at a not to exceed amount for the certain streets, listed on Attachment A Incorporated herein. The materials provided by the COUNTY will be invoiced to the CITY.

Nothing in the performance of the Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

May 11, 2015
(Exhibit # 4)

The Agreement shall be terminated by either party in writing with a minimum of thirty (30) days notice.

COUNTY OF BROWN

SIGNED AND ENTERED THIS THE 12 DAY OF May 2015.

E Ray West

E. Ray West

Brown County Judge

Robert G. Mangrum

Robert G. Mangrum

Mayor

ATTEST:

Sharon Ferguson

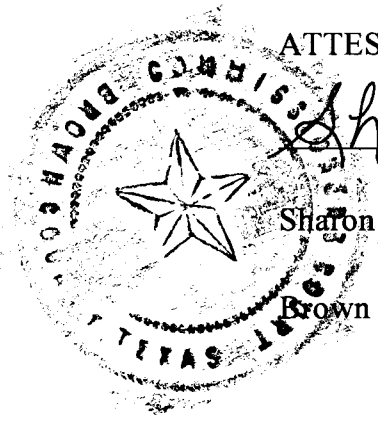
Sharon Ferguson

Brown County Clerk

Brenda Kilgo

Brenda Kilgo

City Secretary



Attachment A

Project Responsibility

PROJECT LOCATION(S):

Location One: Saltcreek Drive/ County Road 344

From the intersection of Salt Creek Drive and Longhorn Drive approximately 4/10 of a mile to the location of the City of Early's new water storage facility. 1/10 of a mile is located within the incorporated city limits of the City of Early. The remaining 3/10 of a mile is located within the extraterritorial jurisdiction of the City of Early and the County of Brown, but is maintained by the County of Brown.

See Attached Map:

Location Two: Old Comanche Road/ County Road 335 to Bluebonnet Drive

From the city limits on Old Comanche Road located at 031194446.47/098-578.91 continuing on County Road 335 approximately 5/10 of a mile to Bluebonnet Drive located at 031450.44/98-5647.410. The entirety of the 5/10 of a mile is located outside the incorporated city limits of the City of Early, but within the extraterritorial jurisdiction of the City of Early and the County of Brown. This section of roadway is maintained by the County of Brown.

See Attached Map:

SCOPE:

Location One: Saltcreek Drive/ County Road 344

Remove the existing material from the shoulder of the roadway and replace with road base. Sealcoat the shoulders of the roadway with one course of sealcoat. Sealcoat the entire surface of the roadway with one course of sealcoat.

Location Two: Old Comanche Road/ County Road 335 to Bluebonnet Drive

Perform milling of the roadway on identified sections of the roadway where over patching has made the surface unlevelled. Replace with base material on the roadway and shoulders. Address drainage culvert running under the roadway to eliminate the shape rise in elevation crossing over the culvert. Rework the intersection of County Road 335 and County Road 336 to a modified T intersection with a stop sign from traffic heading south on County Road 336.

DESCRIPTION OF COST:

Location One: Saltcreek Drive/ County Road 344

The COUNTY shall furnish labor and equipment for listed scope of work

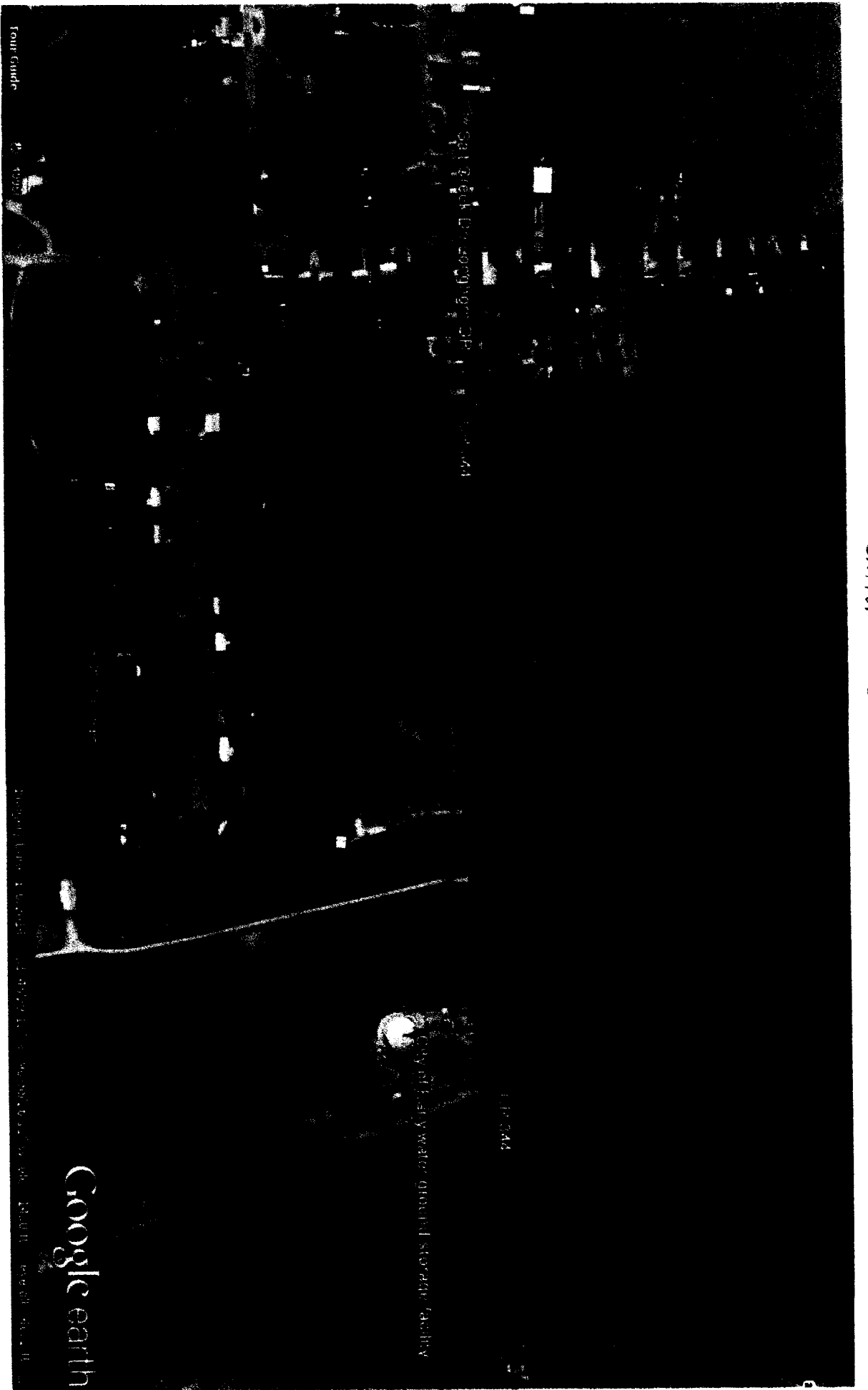
The CITY will assume the cost of materials at a not to exceed amount of \$20,000 for the listed scope of work. The materials provided by the COUNTY will be invoiced to the CITY.

Location Two: Old Comanche Road/ County Road 335 to Bluebonnet Drive

The COUNTY shall furnish labor and equipment for listed scope of work

The CITY will assume the cost of materials at a not to exceed amount of \$25,000 for the listed scope of work. The materials provided by the COUNTY will be invoiced to the CITY.

Location One



Four Guide

Google earth

City of Earlywater ground storage facility

11/20/04

Old Comanche/Cr 335

CR 336

Bluebonnet/Cr 33

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