

THE STATE OF TEXAS

KNOW ALL BY THESE
PRESENTS

COUNTY OF BROWN

INTERLOCAL AGREEMENT

This Agreement is made and entered into this 11 day of April 2016, 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 (.3 mile) within 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 not to exceed \$6,000.00 for the certain streets, listed on Attachment A Incorporated herein. The actual cost of the project will be invoiced by the COUNTY to the CITY but will not be in excess of \$6,000.00.

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.

April 11, 2016
(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 11 DAY OF April 2016.

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:

Location: Jenkins Springs Rd. County Road 292

From the intersection of State Highway 67/377 and Jenkins Spring Rd./CR 292 for approximately 3/10 mile down Jenkins Spring Rd./CR 292 . This section is located within the incorporated city limits of the City of Early, but becomes a county road. See Attached Map:

SCOPE:

Sealcoat the entire surface of the roadway with one course of sealcoat. Apply an overcoat of oil on the entire roadway.

DESCRIPTION OF COST:

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 \$6,000 for the listed scope of work.