

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into in accordance with the provisions of the Interlocal Cooperation Act (Chapter 791) of the Texas Government Code by the City of Eureka (hereafter "the City") and Navarro County (hereafter "the County").

PURPOSE AND SCOPE. The purpose of this Interlocal Agreement is to provide safe transportation infrastructure for the citizens of the County.

TERMS. The City grants the County the right to maintain and repair City streets and bridges that are located within the city limits of the City. The maintenance repairs contemplated by this agreement are for the maintenance repairs in and around the City that are not an integral part of the state highway system.

DUTIES. The County will provide maintenance and repairs to road surfaces and bridges, keep rights of way clear of overhanging trees and mow tall grass along the right of way.

FUNDING. Each party paying for the performance of governmental functions or services must make those payments from current revenues.

NOTICES. Notice to the City shall be by serving the City Secretary at 8803 S Hwy 287 Corsicana, Texas 75109 and to the County by serving the County Judge at 300 W. 3rd, Ste. 102 Corsicana, Texas 75110.

NO JOINT VENTURE. Nothing set forth herein shall be construed to create a joint venture between the parties hereto, it being the intent of the parties to remain independent contractors and not joint venturers or partners. Nothing set forth herein shall be construed to give any other party or person legal rights in or to the personal or real property of the other parties.

INDEMNITY. The City agrees to indemnify and hold the County harmless from any claims or causes of action asserted against the County and arising of the County's performing its obligations under this agreement.

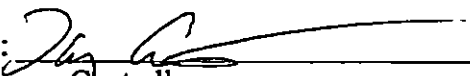
EFFECTIVE DATE AND TERMINATION. This agreement becomes effective when it is signed by both parties. Prior to signing the County shall by ordinance give specific approval for the work contemplated by this agreement. The ordinance shall describe the work to be done—road maintenance and repair—and shall also identify the location of the work to be done—within the city limits of the City. Either party may terminate this agreement based upon 30 days prior written notice.

AMENDMENT. This Agreement may not be amended or modified except in writing executed by the City and the County.

MISCELLANEOUS. The obligations under this Agreement are performable in Navarro County, Texas. Venue for any dispute arising under this Agreement shall be in Corsicana, Navarro County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement.


IN TESTIMONY WHEREOF, this Agreement is executed in multiple counterparts on this 25th day of August, 2020.

THE CITY OF EUREKA

By: 

Tammy Cantrell
Mayor, City of Eureka, Navarro Co., Texas

NAVARRO COUNTY

By: 

H. M. Davenport
County Judge, Navarro Co., Texas