

STATE OF TEXAS §

COUNTY OF TARRANT §

**INTERLOCAL AGREEMENT FOR
STREET REPAIR SERVICES**

THIS AGREEMENT is entered into on this (To Be Determined), 2017, by and between the City of Benbrook ("City") and the Benbrook Water Authority ("Authority").

WHEREAS, the Authority and City have determined that street cuts can be accomplished more efficiently and expeditiously by the City; and

WHEREAS, the City and Authority have previously entered into an Agreement whereby the City will repair street cuts for the Authority, and

WHEREAS, the Authority and the City Benbrook desire to enter into a similar agreement for another year; and

WHEREAS, this Agreement is entered into pursuant to Chapter A, Section 791, Texas Government Code, and its successor legislation;

NOW, THEREFORE, it is agreed as follows:

I. Authorization For Street Cut Repairs

(a) Engagement. The Authority engages the City to make street cut repairs on asphalt streets after the Authority completes the necessary work under said streets.

(b) Authority Responsibility. Before the City initiates street cut repairs, the Authority will provide labor, materials and equipment to restore the street subsurface and attain required compaction as specified in the City's Design Standards and Criteria. The Authority will provide necessary traffic control during this time.

(c) City Responsibility. After the Authority attains required subsurface compaction, the City will provide labor, materials and equipment to saw cut and excavate the street cut area, fill with 6-inches of concrete, and apply a final lift of asphalt. The City will provide necessary traffic control during this time.

(d) Failures. Failures of street cuts made under this agreement will be the responsibility of the City and be repaired at no cost to the Authority unless the failure is caused by a street subsurface failure, which will be repaired by the Authority at its cost.

(e) Compensation. The Authority agrees to compensate the City for street cuts in the amount of \$8.91 per square foot.

(f) Street Cut Area. The Authority and City jointly will mark street cuts in order to agree on their size and scope.

II. TERM

The term of this agreement shall be good for a period beginning October 1, 2017 and ending September 30, 2018.

III. PAYMENT

The City agrees to invoice the Authority on a monthly basis for said services. The Authority agrees to remit payment for said services upon receipt of invoice, net 30 days.

IV. INDEMNITY

The parties agree to indemnify and hold harmless each other against all claims, damages and costs arising from any claim related to work performed pursuant to this agreement. It is the intent of both parties that legal responsibility will be limited to the areas of work designated for each party in Section I (b) and (c).

V. AUTHORIZATION

This contract is made pursuant to Chapter 791, Texas Government Code and its successor legislation. By executing this contract, the City and Authority do not waive any immunity or defense that would otherwise be available against claims arising from the exercise of governmental powers and functions.

VI. TERMINATION

Either party may, with ninety (90) days written notice to the other, terminate this Agreement during its term. Said notice will be sufficient if delivered by certified mail to the Secretary of the Authority or the City.

(signature page follows)

EXECUTED this the 18th day of September, 2017

BENBROOK WATER AUTHORITY

Dennis G. Lindgron, President

Attest:

SECRETARY

**CITY OF BENBROOK, TEXAS
A MUNICIPAL CORPORATION**

Jerry B. Dittrich, Mayor

ATTEST:

Joanna King
CITY SECRETARY