

**COUNTY OF WISE § INTERLOCAL AGREEMENT FOR ROAD REPAIRS
AND MAINTENANCE**

This agreement is made and entered into pursuant to Chapter 791, Gov't Code, Vernon's Texas Code Annotated, on the 10th day of January 2005 by and between Wise County, through its Commissioners Court and the City of NEWARK Texas, hereinafter referred to as "City", for the purpose of repairing and approving the herein described public roads and other projects located in Wise County, Texas and within the limits of City.

Therefore the parties agree as follows:

1. The public roads and other projects in City to be repaired or improved are described as follows:

Various Roads and other projects as needed and agreed upon by both parties.

2. Total charges for this agreement are as follows:

- (a) Wise County, at its discretion, may furnish labor and/or equipment and/or materials up to \$15,000.00 per each year ending September 30th of said year.
- (b) Materials to be paid for by the city will be billed directly to City by the materials vendor whenever feasible.
- (c) Materials provided by Wise county and to be paid for by City will be invoiced to City by Wise County. City agrees to reimburse Wise County for Wise County's cost of the said materials as invoiced by Wise County.

3. Payment of total charges for this agreement is due and payable within thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Wise County, Texas.

Payment is to made to:

Wise County Treasurer's Office P.O. Box 554
Decatur, Texas 76234

4. Any unpaid balance remaining after thirty (30) days from receipt of Invoice shall earn interest at the maximum interest rate per annum allowed by law until paid

5. All repairs will be done in a workmanlike manner as measured by Wise County's usual practice in such repairs. Wise County shall be in charge of all control procedures, means, coordination and final inspection of this agreement in regard to the said repairs to be performed.

6. Nothing herein shall alter or change the legal responsibility under existing law for road repairs from a party, nor will this agreement cause Wise County to incur additional liability other than liability it would have under the law without this agreement. City agrees to indemnify and hold harmless Wise County, its agents, and employees from all suits, claim, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of repair work.

7. This agreement represents the entire and integrated agreement between Wise County and City and supersedes all prior negotiations, representations, and/or agreements either written or oral. This agreement may be amended only by written instruments signed by both Wise County and City.

8. The validity of this agreement and of its terms or its provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

9. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

10. This agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Wise County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this agreement.

11. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 6th day of January, 2005.

H.B. Malone

Authorized Official and/or Agent of NEWARK, Texas

R.P. Quise
Wise County Judge

Robert Deaton Commissioner, Precinct #1
Mark Pugh Commissioner, Precinct #3

David Brown Commissioner, Precinct #2
James Lee Commissioner, Precinct #4